



City of Phoenix

ONE-STOP OPERATOR SERVICES RFP-CED25-OSO Request for Proposals (RFP)

Schedule

ACTIVITY (All times are local Phoenix time)	DATE
Issue RFP	March 11, 2025
Pre-Proposal Meeting (2:00 p.m.)	March 25, 2025
Submittal of Written Questions Deadline (2:00 p.m.)	April 1, 2025
Responses to Written Questions	April 4, 2025
Proposal Deadline (2:00 p.m.)	April 11, 2025
Short Listing, if applicable	May 2025
Evaluation and Proposer Interviews, if applicable	May 2025
Award Recommendation to Phoenix City Council	October 2025

Submit proposals and requests for alternate formats to:

Tamara John, Procurement Officer
City of Phoenix Community and Economic Development Department
200 West Washington Street, 20th Floor
Phoenix, Arizona 85003-1611
Telephone: 602-495-0374 (7-1-1 Friendly)
procurement.request.ced@phoenix.gov

<https://solicitations.phoenix.gov/Solicitations/Details/2060> (RFP Website)

This RFP does not commit the City to award any agreement. All dates subject to change.

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I. RFP PROCESS

A. Introduction

The City of Phoenix Community and Economic Development Department (City), on behalf of the Phoenix Business and Workforce Development Board (Board), is seeking a One-Stop Operator to coordinate integrated workforce and employment services within Phoenix in compliance with all federal Workforce Innovation and Opportunity Act (WIOA) regulations. The agreement resulting from this RFP will be governed by Federal Assistance Listing Numbers 17.258, 17.259, and 17.278.

In the event the successful proposer to this RFP is a current ARIZONA@WORK City of Phoenix direct service provider, the successful proposer will be required to establish sufficient firewalls and conflict of interest policies and procedures compliant with [WIOA Section 121 \(d\) \(4\) \(A\) and \(C\)](#).

The successful proposer will serve as a coordinator to the required one-stop system partners and manage customer flow at the comprehensive job centers listed in **Section II (B) (2)**.

B. Minimum Qualification

The following minimum qualification is non-negotiable:

Each proposer must have three years' experience coordinating integrated workforce or employment services among at least three distinct programs or partners. Each proposer must demonstrate in its proposal that it meets the minimum qualification or its proposal will be disqualified as non-responsive.

In compliance with [Federal Register Vol. 81. No. 16 Final Rules](#), elementary and secondary schools are not eligible to submit proposals for this RFP. A non-traditional public secondary school such as a night school, adult school, or an area career and technical education school, or center is permitted to be a One-Stop Operator.

Any proposer that is suspended, debarred or otherwise prohibited from contracting for WIOA funding will be disqualified and its proposal will be rejected.

C. Agreement Term and Contractual Relationship

The initial agreement term will be one year with up to three additional one-year renewal options, to be exercised at the sole discretion of the City. Proposers are responsible for reading the draft agreement (**Attachment F**) and submitting any questions about it in accordance with the process listed in **Section I (E)**. By submitting a proposal, each proposer agrees it will be bound by the agreement, which may be modified by the City before it is signed by the recommended

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proposer. The agreement resulting from this RFP will be a cost reimbursement agreement.

D. Pre-Proposal Meeting

Proposers are strongly encouraged to attend the pre-proposal meeting at the date and time listed on page 1. The purpose of this meeting is to review this RFP and respond to proposer questions. Proposers may attend the pre-proposal meeting via Microsoft Teams. Please email procurement.request.ced@phoenix.gov and list the name of this RFP in the subject line to register for this meeting and receive the Microsoft Teams access information.

E. Proposer Questions and Notification

Proposers are advised to read this RFP in its entirety. Failure to read and/or understand any portion of this RFP will not be cause for waiver of any portion of the RFP or subsequent agreement.

All questions about this RFP must be submitted in writing no later than the deadline listed on page 1 to procurement.request.ced@phoenix.gov. Please list the name of this RFP in the subject line when submitting questions. All written questions received by the deadline will be responded to in writing and posted on the RFP Website.

F. Changes to the RFP

Changes to this RFP will be issued as a written addendum and posted on the RFP Website. The City will not be responsible for any oral instructions given by any City employee, consultant, or official regarding RFP specifications, instructions, or documents.

Although registered pre-proposal meeting attendees, and potential proposers who request such notification in writing, will be notified by email when documents related to this RFP are available, proposers are responsible for obtaining all information posted on the RFP Website.

G. Cooperative Use of Contract

In addition to the City and with approval of the successful proposer, the resulting contract may be extended for use by other Arizona local workforce development areas (LWDA). Any agreement between the successful proposer and another LWDA is between those contracting parties and the City will have no contractual obligations or involvement in that contract. Any such usage by another LWDA must be in accordance with the ordinance, charter and/or procurement rules and regulations of that LWDA. Should the successful proposer and another LWDA enter into a contract for similar services, the City may issue a formal amendment

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to the contract resulting from this RFP to allow the successful proposer to provide seamless services to Participants.

II. SCOPE OF WORK

A. Definitions and References

1. Definitions

- a. American Job Centers/One-Stop Centers/Job Centers – A one-stop center is a facility that brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to services and improves long-term employment outcomes for individuals receiving assistance. This LWDA refers to one-stop centers as job centers. Facilities used to provide these services are considered comprehensive, affiliate, or specialized job centers.
 - 1) Comprehensive Job Centers offer a full range of employment and training services, including all mandatory WIOA services.
 - 2) Affiliate Job Centers provide a more limited set of services.
 - 3) Specialized Job Centers serve a specific group. Services and operating hours are tailored to meet the needs of the specific group.
- b. Arizona Job Connection (AJC) – AJC is the required statewide Participant tracking and data collection system for recording and reporting services provided to job seeking and employer customers. AJC also provides a labor exchange function where Participants and employers can connect with each other.
- c. Arizona Management System (AMS) – AMS is an intentional, results-driven approach where every employee reflects daily on performance, reduces waste, and commits to continuous improvement with sustainable progress.
- d. ARIZONA@WORK - The statewide brand for all publicly-funded workforce programs under the authority of the U.S. Department of Labor (DOL), with a designation added for each LWDA
- e. ARIZONA@WORK City of Phoenix – This is the designation for the City’s LWDA.
- f. ARIZONA@WORK City of Phoenix Network – All Comprehensive, Affiliate and Specialized Job Centers in the Phoenix LWDA.

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- g. Client Referral System (CRS) – Web-based platform used for tracking Participant referrals for services between System Partners.
- h. Integrated Service Delivery (ISD) – Service integration focuses on serving all Participants seamlessly (including Targeted Populations) by providing a full range of services staffed by relevant functional teams consistent with the purpose, scope, and requirements of each System Partner program. This is accomplished through the integration of case management, the coordination of program activities and services, and the sharing of information and Participant data.
- i. Operations Manual – The Operations Manual is intended to guide all service delivery staff at the Comprehensive Job Centers and is posted on the RFP Webpage.
- j. Participant/Job Seeker – A person who receives services at any Job Center.
- k. Program Year – July 1-June 30
- l. System Partner – An entity that: 1) provides, via an agreement with the Board, access to its programs and funding for applicable career services and the one-stop centers; and 2) works collaboratively with the state and the Board to establish and maintain the one-stop delivery system. Core and Required Partner Programs are defined by WIOA as listed below:
 - 1) Core Partners Programs are Title I: Adult, Dislocated Worker, and Youth; Native American programs, Job Corps, and Youth Build; Title II: Adult Education and Literacy, Title III: Wagner-Peyser, and Title IV: Vocational Rehabilitation.
 - 2) Required Partner Programs are Senior Community Service Employment Program, Career and Technical Education Program, Trade Adjustment Assistance, Jobs for Veterans State Grants, Community Service Block Grant, Housing and Urban Development, and Programs under Unemployment Compensation.
- m. Targeted Populations – Individuals with barriers to employment, including displaced homemakers; low-income individuals; persons with disabilities; older workers; ex-offenders; homeless individuals; youth who are in or have aged out of the foster care system; English Language Learners; low literacy individuals; or those who face substantial cultural barriers; Temporary Assistance for Needy Families (TANF) recipients; single parents (including pregnant women); and long-term unemployed individuals.
- n. Virtual One Stop (VOS) Greeter – A lobby management tool that streamlines workflow by allowing visitors to the Comprehensive Job Centers

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to use a touch-screen kiosk to enter the services they wish to receive and schedule time with a staff member. This tool provides detailed reports on wait times and reasons individuals visited the Comprehensive Job Centers.

2. References

- Office of Management and Budget (OMB) CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: Final Rule (December 26, 2013)
- Workforce Innovation and Opportunity Act (Pub. L. 113-128) (July 22, 2014)
- DOL CFR Chapter II, Part 2900 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (December 19, 2014)
- WIOA Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions (“WIOA Joint Final Rule”), at 81 FR 55791 (August 19, 2016)
- OMB Information Control Number (ICR) 1205-461 for the ETA-9130 Financial Reports (April 13, 2016)
- DOL WIOA Final Rule at 81 FR 56072 (August 19, 2016)
- [ARIZONA@WORK City of Phoenix Local Workforce Development Area Plan](#)
- [ARIZONA@WORK City of Phoenix Strategic Plan](#)

B. Background

1. Board

The Board is a local workforce development board established by federal law through WIOA. The Board consists of representation from local business, education, and community-based partners working to address and solve workforce and economic development issues in the Greater Phoenix community. The Board serves as a strategic leader and the convener of the local workforce development system and stakeholders. The Board partners with employers and the public workforce development system to develop policies and investments to support the workforce system strategies, including local and regional sector partnerships and career pathways, and high quality, customer-centered service delivery and service delivery approaches. The Board is responsible for ensuring all WIOA requirements are met, and as such, is responsible for procuring a One-Stop Operator to ensure WIOA Core and

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Required Partner services are available throughout the one-stop network. More information about the Board, as well as Board policies, can be found here <https://arizonaatwork.com/locations/city-phoenix>.

2. ARIZONA@WORK City of Phoenix Locations

Current ARIZONA@WORK City of Phoenix locations include three Comprehensive Job Centers and four Affiliate Job Centers. Current locations are listed below and are subject to change, which may include increasing or decreasing the number of locations. The successful proposer will be notified in a timely manner of any changes.

a. Comprehensive Job Centers

North Job Center

9801 North 7th Street, Phoenix, Arizona 85020

South Job Center

4635 South Central Avenue, Phoenix, Arizona 85040

West Job Center

3406 North 51st Avenue, Phoenix, Arizona 85031

b. Affiliate Job Centers - Youth Partnership Locations

Chicanos Por La Causa (CPLC)

619 N. 7th Avenue, Phoenix, AZ 85007

Jewish Family & Children Services (JFCS)

9014 N. 23rd Ave., Building 2, Suite 3, Phoenix, AZ 85021

Maryvale YMCA

3825 N. 67th Avenue, Phoenix, AZ 85033

Neighborhood Ministries

1918 W. Van Buren St Phoenix, AZ 85009

C. Overview of Services to be Performed

1. One-Stop System Coordination

ARIZONA@WORK helps employers of all sizes and types recruit, develop and retain the best employees for their needs. ARIZONA@WORK City of Phoenix provides services and resources to Participants to pursue employment opportunities.

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- a. The successful proposer will coordinate services across the ARIZONA@WORK City of Phoenix Network and System Partners through the following:
- 1) Uphold the vision of ARIZONA@WORK City of Phoenix by maintaining a professional working environment, providing high quality customer service, and sustaining ISD.
 - 2) Maintain the ARIZONA@WORK City of Phoenix logos and branding as defined in [ARIZONA@WORK Branding policy 900.905](#).
 - 3) Market the services available within ARIZONA@WORK City of Phoenix by utilizing full implementation stack to include the development, implementation, promotion and engagement of [City of Phoenix ARIZONA@WORK](#) website content, and outreach materials, with approval from the Board.
 - 4) Learn and remain knowledgeable of the program services and performance standards of all System Partners and facilitate cross-training among all staff.
 - 5) Coordinate and facilitate meetings between the System Partner leaders and staff to share best practices, discuss workforce trends, and provide education on System Partner programs and services. Responsibilities include preparing meeting agendas and notes, and distributing them timely to the System Partners and Board staff.
 - 6) Provide relevant training to the System Partners on topics such as trauma, case management, motivational interviewing, career pathways, and other topics to help improve services offered by System Partners.
 - 7) Coordinate Comprehensive Job Center leadership meetings to ensure each Comprehensive Job Center is operating cohesively.
 - 8) Coordinate and facilitate daily orientations for new Participants at each Comprehensive Job Center.
 - 9) Ensure the execution of partner responsibilities outlined in the agreements between the System Partners and the Board.
 - 10) Encourage System Partner collaboration including continuously striving to achieve shared ownership for success of the Participant and the system; and contributing to collective accountability that recognizes system outcomes.

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- 11) Manage the CRS by ensuring all partners have access to the system and have been trained to use it, and by ensuring System Partners' contact information is accurate and updated when needed. Monitor results of referrals between partners.
 - 12) Manage all aspects of the Comprehensive Job Center emails, phone lines, and website referrals. Ensure all Participants are logged into VOS Greeter to connect with appropriate System Partner(s).
 - 13) Create and maintain a System Partner directory to include name and contact information of all System Partners to be updated and distributed quarterly.
 - 14) Evaluate System Partner needs and satisfaction data quarterly to continually refine and improve direct linkages and service delivery strategies.
 - 15) Ensure the Comprehensive Job Centers are free of hazards and comfortable for the staff and job seekers. Ensure hazards are submitted via written communication, tracked, and completed by working closely with the Job Center's office coordinator lead.
- b. ARIZONA@WORK City of Phoenix Network
- 1) Operate in a cohesive fashion with all ARIZONA@WORK City of Phoenix Network locations.
 - 2) Coordinate with all ARIZONA@WORK City of Phoenix Network building owners to ensure Equal Employment Opportunity (EEO) compliance in the provision of and access to programs and services.
 - 3) Coordinate with all ARIZONA@WORK City of Phoenix Network building owners to ensure locations are compliant with all applicable Americans with Disabilities Act (ADA) guidelines and programs and services are easily accessible to individuals with disabilities.
 - 4) Ensure non-program EEO requirements are met, including coordinating staff training, and assuring EEO posters and processes are in place for all ARIZONA@WORK City of Phoenix locations.
 - 5) Evaluate Participant and employer needs and satisfaction data monthly to continually refine and improve service strategies.
 - 6) On behalf of the Board, the successful proposer will support the Board with Job Center certification process for all ARIZONA@WORK City of Phoenix Network locations to ensure

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compliance with all applicable federal, state and local policies and procedures. The ARIZONA@WORK City of Phoenix Job Center Certification Policy Section 900.906 detailing the Job Center certification process is posted [online](#).

2. Comprehensive Job Center Operations

To ensure services are easily accessible, customer driven, personalized, and responsive to the community's workforce development needs, the successful proposer will support and continuously implement ISD.

- a. Perform Comprehensive Job Center opening and closing procedures daily, Monday through Friday, excluding State of Arizona holidays (New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, and Christmas Day).
- b. Determine the number of One-Stop Operator staff needed for each Comprehensive Job Center.
- c. Manage the workflow of Participants through the utilization of VOS Greeter, accurately assess and identify the needs of Participants and connect those Participants to appropriate services in a seamless manner.
- d. Ensure Participants utilizing the areas designated for self-service computers and other technology receive assistance, as needed, to navigate and access programs and services.
- e. Provide logistics and customer service support for business services activities, job fairs and hiring events at the Comprehensive Job Centers, Mobile Career Unit and other community locations.
- f. Create and maintain a form and process by which non-co-located System Partners can seek authorization to use classroom and/or meeting room space within the Comprehensive Job Centers.
- g. Utilize a City-approved web-based calendar to schedule and coordinate onsite events including community, agency, and other meetings being held. Provide oversight of the web-based calendar with the understanding that co-located System Partners have the ability to add meetings to the calendar.
- h. Work with co-located System Partners to maintain the Operations Manual that defines and provides a means to meet common operational needs.
- i. Collaborate with co-located System Partners to create and/or modify

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Comprehensive Job Center Operational Standards of Work and ensure these procedures are effectively communicated and implemented.

- j. Perform internal continuous improvement efforts by:
 - 1) Coordinating with AMS goals and objectives through huddles, Gemba walks, and trainings.
 - 2) Creating a Customer Satisfaction Survey for Participants and employers to determine recommended system improvements and address any identified concerns. The survey should be accessible to all Comprehensive Job Center Participants and the survey outcomes will be included in a monthly report to Board staff.
 - 3) Generating VOS Greeter reports and distributing to the Comprehensive Job Center supervisors on a weekly basis to demonstrate wait time patterns that will be shared and discussed at ISD leadership meetings.
 - 4) Generating CRS reports to include number of referrals exchanged and outcomes of those referrals.

- k. Welcome Function: The successful proposer will conduct a one-on-one meeting with first-time job-seeking Participants to educate them about services offered at ARIZONA@WORK City of Phoenix. The meeting agenda will include:
 - 1) Providing an overview of services to determine Participant needs. Ensure Participants are aware of the benefits of having an ARIZONA@WORK membership card. Issue /or reissue membership cards, as needed.
 - 2) Assisting Participants with creating an email account, if needed.
 - 3) Informing Participants of public workshops, onsite and community hiring, and job fair events.
 - 4) Providing information to Participants about community resources, job fairs, and hiring events as appropriate.
 - 5) Entering into a data sharing agreement, as part of the contract resulting from this RFP, with the Arizona Department of Economic Security to use AJC.
 - 6) Facilitating AJC registration, virtually or center-based, to access Participant information to assist with user look-up and access client

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notes.

- 7) Observe Participants to determine computer literacy and Limited English Proficiency (LEP) and make referrals to System Partners as needed.
 - 8) Provide next recommended service(s) to Participants with informed referrals to appropriate System Partner using the CRS.
- I. In compliance with WIOA, the successful proposer must reduce the pro-rated cost of leasing any exclusive space at the Comprehensive Job Centers from its monthly invoices to the City. Exclusive space is, for example, a cubicle or workstation that is exclusively used by the one-stop operator and does not include the welcome function area. Based on the exclusive space usage by the current one-stop operator, the projected annual costs are below.

North Job Center	\$1,441.00
South Job Center	\$2,430.00
West Job Center	\$1,384.00

D. One-Stop Operator Staffing

1. The successful proposer will provide adequate staff of sufficient qualifications and experience to effectively perform the services in this Scope of Work. Preferred characteristics include staff who:
 - a. Make customer satisfaction and service a priority and interact with Participants and System Partners in a positive manner;
 - b. Can quickly adapt to changes in service delivery;
 - c. Build rapport and maintain effective relationships with partners through consistent and clear communication; and
 - d. Are sensitive to the unique needs of individuals with disabilities and prepared to provide necessary accommodations.
2. The successful proposer's staff working directly with Participants are subject to the "Maximum Risk and Background Screening" described in **Attachment F – Exhibit D (2)** and the State of Arizona's Centralized Background Check requirements. Successful completion of the background screening must be completed prior to a staff member providing services.
3. The successful proposer's staff will use City-provided laptops when working at the Comprehensive Job Centers and complete the City's mandatory annual

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Security Awareness Training. In compliance with WIOA, the successful proposer must reduce the cost of leasing these laptops from the City from its monthly invoices to the City. This cost is estimated at \$45 per month per laptop and includes the laptop, wireless keyboard and mouse, docking station, laptop bag, and two 24-inch monitors.

E. Board Meeting Attendance and Reporting

Unless otherwise noted, the successful proposer will prepare and submit written reports and memos to Board staff.

1. Board Meeting Attendance

- a. Attend Board and Executive Leadership Committee meetings at least ten times during the Program Year. Attendance should be in person as often as possible. Attend other Board committee meetings as directed by Board staff.

2. Monthly

- a. Provide updates on Comprehensive Job Center operations and address issues.
- b. Submit written reports by the 10th of every month, to include:
 - 1) The number of customized recruitments and job fairs hosted at the ARIZONA@WORK City of Phoenix Network locations with the date of each event; the number of Participants in attendance; the employer's name and industry; and the number of job openings for which the business is hiring.
 - 2) Number of unique Participants welcomed at each Comprehensive Job Center and type of services provided utilizing VOS Greeter.
 - 3) Results of customer satisfaction surveys and any event participant survey results, including a list of recommended system improvements to address any concerns identified by Participants and other information requested by the City.
 - 4) Success stories from employers and/or Participants.
 - 5) Training and professional development.
 - 6) System Partner meeting outcomes.
 - 7) CRS results.

8) Marketing and outreach efforts.

3. Quarterly

On a quarterly basis or as requested by Board Staff, the successful proposer will:

- a. Prepare and present quarterly Comprehensive Job Center activity information to the Board and/or Board committees, as directed by the Board staff.

4. Annually

The successful proposer will submit annual reports to include Program Year statistics tallied from monthly reports, as described in above, and other information requested by the City, in a format to be approved by the Board staff.

F. Quality Assurance and Contract Monitoring

1. Annually, the City will monitor the successful proposer through administrative record reviews, interviews of staff and/or Participants, and/or general observations of the facilities and operations to assess:
 - a. Achievement of services to be performed in accordance with the contract resulting from this RFP;
 - b. Compliance with regulations, standards of work, and policies; and
 - c. Effective use of data systems (AJC, VOS Greeter and CRS) by safeguarding data integrity while maintaining compliance with user agreements and standards of work.
2. Periodically throughout the Program Year, the City will conduct System Partner Satisfaction surveys. It is expected that the successful proposer will achieve a score of at least 88% by the end of the first contract year, with incremental increases each year thereafter.
3. The successful proposer must create a Corrective Action Plan (CAP) that includes findings identified as a result of the annual monitoring, actions taken to correct the findings, and a timeline for when the findings will come into compliance. The successful proposer must submit the CAP to the City within 30 days of receiving the finalized monitoring report. Written reports on the status of the CAP will be submitted monthly until all findings have been resolved.

G. Accessibility, Equal Opportunity, and Non-Discrimination

The City is committed to equal access to services for all Participants. The successful proposer will ensure equal opportunity to all individuals. No individual will be excluded from participation in, denied the benefit of, or subject to discrimination under, any WIOA funded program or activity because of race, color, religion, sex, national origin, age, disability, English proficiency, sexual orientation, political affiliation or belief. The successful proposer will demonstrate full compliance with the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) and all other equal opportunity laws. This involves ensuring its staff receive accessibility training and may involve developing accessibility plans. The successful proposer will ensure all written material and communications include the statement: "Equal Opportunity Employer/Program; Auxiliary Aids and Services are available upon request" along with contact information of the EEO Officers and Arizona Relay information to coordinate needed arrangements.

H. Administrative Items

The successful proposer will also adhere to the following requirements:

1. General

- a. Comply with the [Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards](#).
- b. Comply with WIOA's funding requirements including restrictions on any disallowed costs or illegal expenditures in accordance with [Uniform Guidelines 2 CFR 200](#).
- c. Utilize the branding of "Proud Partner of ARIZONA@WORK City of Phoenix and the American Job Center Network" name and logo on any printed material that will promote association with the program. The successful proposer is prohibited from displaying its own name or logo on any materials associated with performing this Scope of Work.
- d. Comply with, and respond to within defined response times, program and fiscal monitoring activities conducted annually by and on behalf of the City.

2. Invoicing

- a. Invoice a maximum of 10% of the total direct costs incurred on indirect expenses over the Program Year. Evaluate administrative costs on a quarterly basis, and if administrative costs exceed 10% of the direct expenditures for each quarter, the successful proposer must communicate a plan to the City for not exceeding 10% in the Program Year.

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- b. Invoice in accordance with the payment information provided by the City.
 - c. Submit complete and accurate back up documentation with monthly invoices.
 - d. Use an accrual method of accounting.
 - e. Use only two decimal points for accounting.
3. Records
- a. Maintain confidentiality when accessing or utilizing AJC and maintain computer equipment with compatible software.
 - b. Maintain an accounting system that tracks funding for these services separately from other funding sources.
 - c. Retain program files and records in compliance with federal and state WIOA requirements 2 CFR 200.333 and the [ARIZONA@WORK City of Phoenix Records Management and Retention Policy](#).
4. [DOL Training and Employment Guidance Letter WIOA No. 15-16](#), dated January 17, 2017
- a. Disclose to the City any potential conflicts of interest arising from any relationships with service providers, including training and career services providers.
 - b. Refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training and education services.
 - c. Comply with federal regulations and procurement policies relating to the calculation and use of profits.

I. Proposed Budget

Each proposer will propose its annual budget in **Attachment E**, which must conform to the Uniform Guidance for allowable costs stated in 2 CFR Part 200. Administrative costs will not exceed 10% of the total annual budget.

III. PROPOSAL INSTRUCTIONS

A. Delivery of Proposals

Proposals must be submitted by the deadline listed on page 1 to procurement.request.ced@phoenix.gov. All narratives must be submitted in a Microsoft Word document. **Attachments A-D** should be scanned and submitted as an Adobe PDF file, and **Attachment E** should be submitted as a Microsoft Excel file. **Proposals received after the deadline will be disqualified as non-responsive.**

B. Form of Proposals

Proposals must conform to the following format. Proposals that are incomplete; conditional; obscure; or that contain additions not requested, changes or exceptions to material provisions or requirements of this RFP; or irregularities of any kind, are subject to disqualification. Proposers must not take any exceptions to any terms, conditions, or material requirements of this RFP. Proposals submitted with exceptions will be deemed non-responsive and disqualified from further consideration. Proposers must conform to all the requirements specified in the RFP. The City encourages each proposer to ask questions in compliance with **Section I (E)** rather than including any exception in its proposal.

Proposals are limited to 50 letter-size pages with 12 pt. Arial font, excluding **Attachments A-E**. The pages of each proposal should be numbered. The City will not review or consider any information submitted via Dropbox or Google Docs, videos, or weblinks embedded in proposals.

Each proposer must provide the following items:

1. Executed Affidavit (**Attachment A**)
2. Signed Conflict of Interest and Solicitation Transparency Disclosure Form (**Attachment B**)
3. Signed Debarment and Suspension Certification (**Attachment C**)
4. Signed Lobbying Certification (**Attachment D**)
5. Qualifications & Experience Statement

In this section, each proposer must provide the following information:

- a. Each proposer must provide sufficient documentation, including a list of any other environments in which it has successfully coordinated integrated workforce and employment services, to demonstrate the proposer meets

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the minimum qualification listed in **Section I (B)** and is qualified to perform the scope of work described in this RFP. Each proposer must also address each bulleted item listed in **Item 1 of Section IV (C)**.

- b. Each proposer must provide sufficient documentation, including resumes and any licenses or certifications, for the assigned staff to demonstrate these individuals are qualified to perform the services described in **Section II**. If a proposer will be hiring new staff to provide these services, the proposer must include the minimum qualifications and experience levels that will be required for each staff position. Each proposer must also submit documentation to address each bulleted item listed in **Item 2 of Section IV (C)**.

Note: Do not include home addresses or personal phone numbers or email addresses on resumes.

6. Proposed Approach to Scope of Work

In this section, each proposer must provide a narrative description of its approach to the scope of work, including:

a. Staffing Plan

- 1) Staffing Plan, including the number, titles and status (full or part time) of staff
- 2) Customer service training plan, including onboarding of staff and training on programs and services provided by System Partners

b. System Partner Coordination Philosophy

- 1) Approach to establishing relationships with co-located and System Partners
- 2) System Partner Philosophy, including approach to reaching consensus among diverse parties
- 3) Approach to addressing System Partner complaints and concerns
- 4) Approach to monitoring System Partner relationships through feedback received from System Partner Satisfaction surveys

c. Customer Service Philosophy

Customer Service Philosophy, including:

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- 1) responding to questions, including from System Partners, Participants, and employers
- 2) escalation procedures
- 3) addressing Participant complaints
- 4) monitoring customer service through feedback received from Customer Service Satisfaction surveys
- 5) response time for internal and external customers/participants

d. Operations Plan

- 1) Approach to executing coordination of System Partners, ARIZONA@WORK City of Phoenix Network and Comprehensive Job Center operations
- 2) Methodology for providing customer service to English and LEP Participants and ensuring accessibility to individuals with disabilities

7. Proposed Budget

In this section, each proposer must provide:

- a. A completed **Attachment E**, which must conform to the Uniform Guidance for allowable costs stated in 2 CFR Part 200
- b. A narrative explaining the proposer's methodology for determining its proposed budget (administrative costs not to exceed 10% of the total annual budget)

IV. PROPOSAL EVALUATION

A. Determining Responsiveness and Responsibility

Proposals will be reviewed for documentation of the minimum qualification, completeness, and compliance with the RFP requirements. The City reserves sole discretion to determine responsiveness and responsibility.

1. Responsiveness: Non-responsive proposals will not be considered in the evaluation process. The RFP states criteria that determine responsiveness, and the RFP includes terms and conditions that if included or excluded from proposals (as the case may be) will render a proposal non-responsive.

Exceptions, conditions, reservations, or understandings are presumed to be

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unacceptable, and a proposal that includes unacceptable exceptions, conditions, reservations, or understandings will be rejected as non-responsive. Alternatively, the City in its sole discretion may instruct in writing that any proposer remove the conditions, exceptions, reservations, or understandings. If the proposer fails to do so in writing, the City may determine the proposal to be non-responsive.

2. Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the consultant, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the proposer be a responsible consultant. Responsibility includes the proposer's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

The Procurement Officer, in consultation with legal counsel, will review each proposal to determine if the proposer is responsible. The City's determination as to whether a proposer is responsible will be based on the information furnished by the proposer, interviews (if any), any information at the City's request, information in any best and final offer, and information received from proposer's references, including information about proposer's past history, terminations for convenience or cause, contract breach lawsuits or notices of claim, and any other sources the City deems appropriate. Award of the agreement resulting from this RFP will not be made until any necessary investigation, which each proposer agrees to permit by submitting its proposal, is made by the City as it deems necessary. A review of responsibility may occur up to agreement award.

A proposer's unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such proposer.

B. Evaluation Panel

If applicable, the CEDD Director will appoint an evaluation panel to review the proposals and recommend a proposer to be awarded the agreement resulting from this RFP. The CEDD Director may accept this recommendation and forward it to the Phoenix City Council or reject it.

The evaluation panel may interview all the proposers or a short list of proposers, or the evaluation panel may evaluate the proposals solely on the materials submitted by the proposal deadline. If a short list process is used, the evaluation panel will use the evaluation criteria established in this RFP to identify the proposers most likely to be successful in the evaluation process. The short-listed proposers may then be scheduled for interviews with the evaluation panel. If interviews are conducted, the evaluation panel may consider information from the interviews that clarifies the materials submitted by the proposal deadline.

The evaluation panel will determine a consensus score for each evaluation criterion, which will then be added together to determine a total consensus score for each proposal.

C. Evaluation Criteria

The evaluation panel will review the information submitted in the proposals to address the requirements listed in the corresponding tabs of **Section III (B)**. All responsive and responsible proposals will be evaluated based on the following criteria. This is a best-value-to-the-City procurement, which means the evaluation panel will look at all factors, not just the proposed fees, in selecting the recommended proposer.

1. Proposer’s Qualifications and Experience (0-300 points)

- Number of years and type of experience:
 - Coordinating integrated workforce and employment programs
 - Working with workforce and employment programs
 - Working with Workforce Investment Act (WIA) or WIOA programs
- Demonstrated success providing similar services to similar communities
- Financial capacity to fulfill services
- Proximity to and familiarity with the geographical area to be served

2. Assigned Staff’s Qualifications and Experience (0-275 points)

- Number of years and type of experience:
 - Managing one-stop centers or similar centers
 - Providing coordination services
 - Providing services to Spanish speaking clients
 - Working with Targeted Populations
 - Working with WIA or WIOA programs
- Education and training related to the services to be provided

3. Approach to Scope of Work (0-225 points)

- Proposed approach to the Scope of Work

4. Proposed Budget (0-200 points)

- Proposed budget and narrative

D. Negotiations

As needed, the Procurement Officer will facilitate negotiations between City staff and the top-ranked proposer identified by the evaluation panel.

V. GENERAL TERMS AND CONDITIONS OF PROPOSAL

A. Solicitation Transparency Policy

Commencing on the date and time this RFP is published, potential or actual proposers including their representatives, employees, agents, proposed partners, subcontractors, joint venturers, members, or any of their lobbyists and attorneys (collectively for this **Section V (A)** only, the proposer), will only discuss matters associated with this solicitation with the Mayor, any members of City Council or the Board, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated Procurement Officer) at a public meeting, posted as required by the Arizona Revised Statutes (A.R.S.), until the resulting agreement is awarded or all proposals are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, proposers may continue to conduct business unrelated to this solicitation with the City. Proposers are also prohibited from contacting any evaluation panel members.

A proposer may discuss its proposal or this RFP with the Mayor and/or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer identified on page one, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice will identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful proposer, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the evaluation panel or selecting authority must be provided in writing to all prospective proposers.

This policy is intended to create a level playing field for all proposers, assure agreements are awarded in public, and protect the integrity of the selection process. **Proposers that violate this policy will be disqualified.** After official notice is received from the City for disqualification, the proposer may follow the

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Protest process, unless the RFP is cancelled without notice of intent to re-issue.

“To discuss” means any contact by a proposer, regardless of whether the City responds to the contact. The City interprets the policy as continuing through a cancellation of a solicitation until City Council award of the agreement, as long as the City cancels with a statement that the City will reissue the solicitation. Additionally, should the Procurement Officer cancel this solicitation and announce the City’s intent to reissue the same solicitation or issue a similar solicitation, any proposer disqualified from this solicitation process for violating the Solicitation Transparency Policy will also be disqualified from the subsequent solicitation.

B. Materials Submitted

All materials submitted by proposers will become the property of the City and become a matter of public record available for review pursuant to Arizona law. Each proposer will mark any information submitted as part of its proposal that the proposer deems confidential or proprietary (collectively Confidential Information). If the City receives a request to review or disclose such Confidential Information, the City will provide the proposer written notice of the request to allow the proposer the opportunity to obtain a court order to prevent the disclosure or review of such Confidential Information. The proposer must obtain and deliver to the Procurement Officer a court order within seven calendar days of the date of the City’s written notice. If no court order is received by the Procurement Officer within the seven-day period, the City may disclose or allow the review of such Confidential Information. If a proposer intends to seek a court order to shield its Confidential Information, the protest period will be extended the same number of calendar days to allow for this process.

C. Award Recommendation

On the day the City posts the award recommendation to the RFP Website the procurement file for this RFP will be available for proposers and the public to review. The procurement file consists of all proposals, the RFP and all addenda, advertising documents, agendas, meeting minutes, presentations (if any), signed conflict of interest statements by evaluation panel members, and evaluation panel consensus scoring.

D. Equal Opportunity Requirements

The successful proposer must comply with Phoenix City Code, [Chapter 18, Article V, Supplier’s and Lessee’s Equal Employment Opportunity Requirements](#) as amended. Proposers should direct any questions about these requirements to the Equal Opportunity Department at 602-262-6790.

E. City's Reservation of Rights

The City reserves the right to take any course of action the City deems appropriate at the City's sole and absolute discretion, which may include:

1. Waiving any defects or informalities in any proposal or proposing procedure;
2. Accepting or rejecting any or all proposals or any part of any or all proposals;
3. Canceling the RFP in part or in its entirety;
4. Reissuing the RFP with or without modification;
5. Negotiating with any qualified proposer;
6. Extending the deadline for proposals; and/or
7. Requesting additional information from any or all proposers.

F. City's Right to Disqualify for Conflict of Interest

The City reserves the right to disqualify any proposer that fails to provide information or data requested herein or that provides materially inaccurate or misleading information or data. The City reserves the right to disqualify any proposer on the basis of any real or apparent conflict of interest that is disclosed by the proposals submitted or any other data available to the City. This disqualification is at the sole discretion of the City. By submission of a proposal hereunder, the proposer waives any right to object now or at any future time, before any body or agency, including the City Council or any court, as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City.

Additionally, any proposer or any member or affiliate of a proposing team that currently contracts with the City must be in good standing for its proposal to be considered responsive. For the purpose of this RFP, good standing refers to compliance with all contractual provisions, including payment of financial obligations.

G. Preparation Costs

Under no circumstance will the City be responsible for any costs incurred by anyone in: 1) responding to this RFP; 2) any subsequent follow up to the proposal; or 3) any subsequent negotiations of an agreement.

H. Additional Investigations

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any proposer submitting a proposal, including, without limitation, information provided by former employees and/or creditors.

I. Proposer Certification and Affidavit

By submitting a proposal, each proposer certifies it has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of an agreement to any employee, official or current contracting consultant of the City. Any proposer unable to comply with any required certifications may be disqualified.

In compliance with A.R.S. §§ 1-501 and -502, the City will require any successful proposer that submits its proposal as a sole proprietorship or as an individual to complete the [Affidavit of Lawful Presence](#) prior to the award of any agreement resulting from this process.

J. Covenant Against Contingent Fees Paid by Proposer

By submitting a proposal, the proposer certifies it has not employed or retained any person or company, other than a member of its proposed team or a bona fide employee working solely for the proposer, to solicit or secure the agreement described in this RFP, and that no agreement has been made to pay the proposer or any member of its team any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or execution of such agreement. For breach or violation of this certification, the City will have the right to annul any agreement entered into with a proposer as result of this RFP without liability, or in its discretion to deduct the agreement price or consideration, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

K. No Gratuities

Proposers will not offer any gratuities, favors, or anything of monetary value to any official or employee of the City nor its advisors for the purposes of influencing this selection. Any attempt to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, will be grounds for disqualification.

L. Protests

A proposer may protest the contents of an RFP no later than seven days before the proposal deadline when the protest is based on an apparent alleged mistake, impropriety, or defect in this RFP. Protests filed regarding this RFP may be

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addressed by an amendment to the RFP or denied by the City. If denied, the evaluation process will proceed unless the City determines it is in the City's best interests to set new deadlines, or amend, cancel, or re-issue the RFP. Therefore, unless otherwise notified by a formal amendment, the protester must adhere to all RFP dates and deadlines, including timely submittal of a proposal, regardless of filing a protest.

A proposer that submits a proposal that is disqualified may challenge the disqualification by filing a protest within seven calendar days of the date of the City's notice of disqualification.

An unsuccessful proposer may challenge an award recommendation by filing a protest within seven calendar days after the award recommendation has been posted at the RFP Website. Proposers that have had their proposals disqualified may not protest an award recommendation.

All protests must be in writing, filed with the Procurement Officer listed on page one, and include all the following:

1. Name of the RFP challenged;
2. Name, address, and telephone number of the protester;
3. Detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
4. Form of relief requested; and
5. The signature of the protester or its legal representative.

The Procurement Officer will not review any supplements or amendments to a protest or multiple protests submitted by the same proposer. The Procurement Officer will issue a written decision within a reasonable period of the protest filing. The Procurement Officer may provide copies of the protest and the City's written decision to the recommended proposer. The City will not request City Council authorization to award this agreement until the protest process is complete. All protests must be submitted in accordance with the City's Procurement Code (Phoenix City Code, Ch. 43) and administrative regulations. Any protests not submitted within the time requirements will not be considered.

M. Execution of Agreement

The City will send the final agreement to the recommended proposer. Within 30 calendar days from the date the agreement is sent, the recommended proposer must sign and submit the final agreement to the City. If the City does not receive the signed agreement and all other required documentation from the

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recommended proposer within 30 calendar days, the City may consider awarding the agreement to the next highest-ranked proposer.

Until the City executes an agreement with the recommended proposer, no contractual relationship exists. If the recommended proposer is subject to regulation by the Arizona Corporation Commission (ACC), it must be authorized to transact business in Arizona and be in good standing with the ACC at the time it signs the agreement.

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Attachment A
AFFIDAVIT

Assurances

The undersigned proposer hereby submits to the City of Phoenix (City) the enclosed proposal based upon all terms and conditions set forth in the City's Request for Proposals (RFP) and referenced materials. Proposer further specifically agrees hereby to provide services in the manner set forth in the proposal submitted by the proposer.

The undersigned proposer acknowledges and states, under penalty of perjury, as follows:

1. The City is relying on proposer's submitted information and the representation that proposer has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting agreement.
2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by proposer.
3. Proposer has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.
4. The forms and information requested in the RFP are complete and made part of the proposal. The City is not responsible for any proposer errors or omissions.
5. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.
6. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality development to the City.
7. This proposal is valid for a minimum of 120 days after the RFP proposal deadline.
8. All costs incurred by proposer in connection with this proposal shall be borne solely by proposer. Under no circumstances shall the City be responsible for any costs associated with proposer's proposal or the RFP process.
9. Proposer has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.
10. The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.
11. To the best of the proposer's knowledge, the information provided in its proposal is true and correct and neither the undersigned proposer nor any partner, corporate officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.

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Legal Status

1. Proposer intends to operate the business as (check one):

Corporation*	()	Non-Profit 501(c)(3)	()
Government Entity	()	Partnership*	()
Limited Liability Corporation*	()	Sole Proprietorship	()
Other (Please describe: _____) ()			

Identify the members, if LLC, partners, if a partnership, or officers, if a corporation, of the proposer (add lines as needed).

For the purpose of this RFP, addenda and exhibits, any questions regarding the principals are referring to the officers, partners and members as disclosed.

2. In the past 10 years, have you personally, or any business with which you have been involved, been declared bankrupt, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court? If "Yes," provide date, court jurisdiction, case name, case number, amount of liabilities, amount of assets and the status of each occurrence. **Yes () No ()**
3. Has the proposer or any of its principals or its principal's affiliates been declared to be in default under any obligation to or contract with the City? If "Yes," please provide details concerning the nature of the default, including the City contract number. **Yes () No ()**
4. Are there any pending liens, claims or litigation in excess of \$500,000 involving proposer, or any corporation or other entity that has, directly or indirectly, a controlling interest in the proposer, or any subsidiary of the proposer or other entity in which the proposer has a controlling interest or any of the proposer's principals, officers, or directors? If "Yes," provide detailed information regarding complaints. **Yes () No ()**
5. Has the proposer, or any corporation or other entity that has, directly or indirectly, a controlling interest in the proposer, or any subsidiary of the proposer or other entity in which the proposer has a controlling interest or any of the proposer's principals, officers, or directors, been involved in any lawsuits in the past 10 years? If "Yes," provide list. **Yes () No ()**
6. Has the proposer's or any of its principals or its principals' affiliate's contracts been terminated prior to their expiration terms, voluntarily or involuntarily, within the last 10 years? If "Yes," provide name, location, and date of the contract(s). **Yes () No ()**
7. Has the proposer, or any corporation or other entity that has, directly or indirectly, a controlling interest in the proposer, or any subsidiary of the proposer or other entity in which the proposer has a controlling interest or any of the proposer's principals, officers, or directors ever been barred from bidding on federal, state, or local government contracts? If "Yes," provide the current status of such suspension or debarment proceedings. **Yes () No ()**

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References

Proposer shall furnish the names and contact information for 3 clients for whom the proposer is furnishing or has furnished services similar to those described in this RFP. Do not list City of Phoenix employees or officials as references.

1. Company and Reference Name: _____

Telephone and E-Mail: _____

2. Company and Reference Name: _____

Telephone and E-Mail: _____

3. Company and Reference Name: _____

Telephone and E-Mail: _____

Signature(s)

Proposer's Contracting Entity (Legal Name¹): _____

¹The successful proposer must be authorized to transact business in Arizona and be in good standing prior to contract award.

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and Email Address: _____

Signature: _____

**Proposal must be signed by an individual authorized to contractually bind the proposer.*

Name of Joint Venture Partner (if applicable): _____

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and Email Address: _____

Signature: _____

**Proposal must be signed by an individual authorized to contractually bind the joint venture partner.*

NOTARIZED

Signed and sworn before me this _____, day of _____, _____

Notary Signature: _____ Affix Seal:

My Commission Expires: _____

Attachment B
**CONFLICT OF INTEREST AND SOLICITATION TRANSPARENCY DISCLOSURE
FORM**

Each proposer shall complete, sign, and submit this form with its proposal. Any proposal received without this completed and signed form will be disqualified as non-responsive.

1. First Name, Middle Initial, Last Name, Suffix of Proposer's Authorized Representative (person submitting this disclosure form and submitting the proposal)

2. Contract Information

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3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)

4. List all individuals(s) or entity(ies) that are partners, parent companies, joint venturers, or subsidiaries of the individual or entity listed in Question 3. Please include all board members, executive committee members, and officers for each entry. If not applicable, list "N/A."

5. List all individuals or entities that will be subcontractors on this Contract, including each business name and the owner's name, or list "N/A" if no subcontractors will be used on this Contract or "TBD" if subcontractors have not yet been identified.

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6. List all attorneys, lobbyists, or consultants retained by any individuals listed in the answers to Questions 3, 4, or 5, assisting with this proposal and/or with securing the contract resulting from this solicitation. If none, list "none."

7. Disclosure of Conflict of Interest:

Is the proposer or the proposer's authorized representative aware of any fact(s) with regard to this solicitation or the resulting contract that would raise a "conflict of interest" issue under City Code Section 43-34? City Code Section 43-34 reads:

"An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award."

- The proposer and the proposer's authorized representative are not aware of any conflict(s) of interest under City Code Section 43-34.
- The proposer or the proposer's authorized representative is aware of the following potential or actual conflict(s) of interest:

8. Notice Regarding Prohibited Interest in Contracts:

[Arizona Revised Statutes \(A.R.S\)](#) Sections 38-501 through 38-511 and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from: (1) representing before the City any person or business for compensation; (2) doing business with the City by any means other than through a formal procurement; and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee.

Although any contract in place at the time a person becomes a public officer or employee may remain in effect, the contract may not be amended, extended,

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modified, or changed in any manner during the officer's or employee's city service without following city administrative regulations.

Is the proposer or the proposer's authorized representative aware of any fact(s) with regard to this solicitation or the resulting contract that would raise a "conflict of interest" issue under A.R.S. Sections 38-501 through 38-511?

- The proposer and the proposer's authorized representative are not aware of any conflict(s) of interest under A.R.S. Sections 38-501 through 38-511.
- The proposer or the proposer's authorized representative are aware of the following conflict(s) of interest:

9. Solicitation Transparency Policy (No Contact with City Officials or Staff During RFP Process) Acknowledgements:

- The proposer and the proposer's authorized representative understand that a person or entity seeking or applying for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting City officials and employees, other than the listed Procurement Officer, regarding a business opportunity after a solicitation has been posted.
- This "no-contact" provision only concludes when the contract resulting from this solicitation is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures established by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, as well as in Section V of this solicitation, by a proposer, or its agents, will lead to **disqualification**.

10. Fraud Prevention and Reporting Policy Acknowledgement:

- The proposer and the proposer's authorized representative acknowledge that the City has a Fraud Prevention and Reporting Policy and takes fraud seriously. The proposer or the proposer's authorized representative shall report fraud, suspicion of fraud, or any other inappropriate action to the Phoenix Integrity Line at 602-261-8999 or 602-534-5500 (TDD); or via email to aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for business partners to report wrongdoing or bad behavior.

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Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

The proposer's authorized representative affirms the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. Should any of the answers to the above questions change during the solicitation process or the resulting contract, particularly as it relates to any changes in ownership, the proposer agrees to update this form with the new information within 30 days of such changes. Failure to do so may result in the disqualification of a proposal or be deemed a breach of contract resulting from this solicitation.

Printed Name and Title of Authorized Representative

Authorized Representative's Signature

Date

Proposer's Legal Name (and DBA, if applicable)

Attachment C
DEBARMENT AND SUSPENSION CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- B. 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 lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. 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.
- E. The prospective lower tier participant 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 the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, and without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. 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 Non procurement List.
- H. 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

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participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

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

Proposer Name: _____

Printed Name of Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

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Attachment D
LOBBYING CERTIFICATION

The Proposer certifies, to the best its 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 a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. 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 thereof.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. 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 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Proposer Name: _____

Printed Name of Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

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Attachment E
PROPOSED BUDGET

1.	<u>PERSONNEL</u>				ANNUAL SALARY	TOTAL COST
	FTE LEVEL	POSITION TITLE	Name			
				Subtotal Personnel		
2.	<u>EMPLOYEE RELATED EXPENSES</u>					
		ITEM	BASIS			
					Subtotal ERE	
3.	<u>PROFESSIONAL AND OUTSIDE SERVICES</u>					
		ITEM	BASIS			
					Subtotal P/O	
4.	<u>IN-STATE TRAVEL</u>					
		ITEM	BASIS			
					Subtotal Travel	
5.	<u>MATERIALS AND SUPPLIES</u>					
		ITEM	BASIS			
					Subtotal M/S	

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Attachment E
PROPOSED BUDGET

6.	<u>OPERATING</u>				
	ITEM	BASIS			
				Subtotal Operating	
7.	<u>OTHER</u>				
	ITEM	BASIS			
				Subtotal Other	
8.	<u>PROFIT</u>				
	ITEM	BASIS			
	Profit	Percentage of profit used x Total Service Cost			
				Subtotal Profit	
				Total Service Cost	\$ -
9.	<u>SPACE</u>				
	ITEM	BASIS			
				Subtotal Space	

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Attachment E
PROPOSED BUDGET

10. EQUIPMENT								
		ITEM		BASIS				
						Subtotal Eqmt		
						Total Reimbursed Costs	\$ -	
11. NOT BILLED BY CONTRACTOR OR REIMBURSED BY THE CITY								
		ITEM		Projected Costs				
		North Job Center Space		\$1,441 annually	\$		1,441.00	
		South Job Center Space		\$2,430 annually	\$		2,430.00	
		West Job Center Space		\$1,384 annually	\$		1,384.00	
		Computer Equipment		\$45 ea per month x 12 months x # of Staff*	\$		-	
						Total City of Phoenix Costs	\$ 5,255.00	
						TOTAL OSO Costs	\$ 5,255.00	
		*Note: Should be based on proposed staff working at the Comprehensive Job Center:						

Attachment F
DRAFT AGREEMENT

CITY OF PHOENIX

Professional Services Agreement
One-Stop Operator

[Insert Legal Name of Successful Proposer Here]

Agreement No. _____

Community and Economic Development Department
200 W. Washington Street, 20th Floor
Phoenix, AZ 85003
602-261-8346

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EXHIBITS

- EXHIBIT A SCOPE OF WORK**
- EXHIBIT B FEE SCHEDULE**
- EXHIBIT C INDEMNIFICATION AND INSURANCE REQUIREMENTS**
- EXHIBIT D SUPPLEMENTAL TERMS AND CONDITIONS**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF PHOENIX
[INSERT LEGAL NAME OF SUCCESSFUL PROPOSER HERE]**

This **AGREEMENT** is made and entered into this [Enter date] of [Month, 20XX], or as of the City Clerk date, whichever is later (“**the Effective Date**”), by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as “**City**”) and [insert legal name of successful proposer here], [insert state of corporation and correct business name – Corporation, LLC, etc] (hereinafter referred to as “**Contractor**”).

RECITALS

1. The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute agreements for professional services.
2. The City desires to obtain the services that are specifically set forth in this Agreement.
3. The City procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.
4. Contractor possesses the skills and expertise necessary to provide such services as desired by the City.
5. This Agreement is authorized by the City Council through Ordinance S-XXXXX on **Month XX, 20XX.**

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. TERM OF AGREEMENT

- 1.1. This Agreement begins on the Effective Date in the above introductory paragraph, and upon approval by the City, and will have an initial term of [Insert Term], (“Term”) with [Insert Number of Options] options to extend the Term for [Insert Number of Years] year each, which options may be exercised at the sole discretion of the City.
- 1.2. This Agreement will terminate upon the earliest occurrence of any of the following:
 - 1.2.1. reaching the end of the term exercised as set forth in 1.1;
 - 1.2.2. completing the services set forth in the Scope of Work attached as **Exhibit A** (the “Services”);

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- 1.2.3. payment of the maximum compensation under Section 2 of this Agreement, unless it is amended to allow additional compensation; or
- 1.2.4. termination pursuant to the provisions of this Agreement.

2. PAYMENT

- 2.1. The total amount to be remitted by the City to Contractor for all Services satisfactorily performed under this Agreement will not exceed \$ _____. Under this Agreement, the City will pay for Services at the rate(s) specified in the Fee Schedule (**Exhibit B**) with no additional charges for overhead, benefits, local travel, or administrative support. Payments will be made in proportion to the Services performed and no more than 90% of the total agreement price will be paid before the work is totally completed and accepted by the City.
- 2.2. Contractor will submit monthly invoices on or before the **Enter calendar day** of every month. Each invoice will be accompanied with itemized receipts. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation will be provided that supports the charges reflected in the monthly invoice. Upon finding of an error and/or missing documentation, the City will return the invoice to the Contractor. Contractor will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of the City to identify an error does not waive any of the City's rights. The City will make every effort to process payment for the purchase of services within 45 calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account.
- 2.3. Invoices will be emailed in .pdf format to email@phoenix.gov and must include the following:
 - City purchase order number or shopping cart number,
 - Items or services listed individually by written description
 - Unit price, extended and totaled
 - Applicable tax
 - Invoice number and date.
 - Requesting department name and "ship-to" address.
 - Payment terms.
 - Remit to address

3. METHOD OF ORDERING (PURCHASE ORDERS)

Contractor will deliver items and/or services only upon receipt of a written purchase order issued by the department. All contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

4. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS

Contractor will provide services that will be in accordance with the Scope of Work as set forth in **Exhibit A**, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Contractor will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in **Exhibit D**. Contractor will provide progress reports to the City representative listed in **Section 17** according to a mutually agreed-upon schedule.

5. INDEMNIFICATION & INSURANCE REQUIREMENTS - SEE EXHIBIT C

6. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER

6.1. The parties agree that Contractor is providing the Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of independent contractors. Neither Contractor nor any of Contractor's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of Contractor.

6.2. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

7. LEGAL WORKER REQUIREMENTS

The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any Contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, Contractor agrees that:

- 7.1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214, subsection A.
- 7.2. A breach of warranty herein will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- 7.3. The City retains the legal right to inspect the papers of the Contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that Contractor or subcontractor is complying with the warranty herein.

8. CONFIDENTIALITY

- 8.1. “Confidential Information” means all non-public, confidential, sensitive, or proprietary information disclosed or made available by the City to Contractor or its affiliates, employees, contractors, partners, or agents (collectively “Recipient”), whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, employment data, network configurations, information security practices, business operations, strategic plans, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) the City has approved in writing for disclosure.

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- 8.2. Recipient will: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under the Agreement; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.
- 8.3. Upon the City's written request or expiration of this Agreement, whichever is earlier, Recipient will, at no additional costs to the City, promptly return or destroy all Confidential Information belonging to the City that Recipient has in its possession or control. After return or destruction of the Confidential Information, Recipient will certify in writing as to its compliance with this paragraph.
- 8.4. If applicable, Contractor agrees to comply with all City information technology policies and security standards, as may be updated from time to time, when accessing City networks and computerized systems whether onsite or remotely.
- 8.5. In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section (Confidentiality). Contractor's obligations pursuant to this Section (Confidentiality) will not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.
- 8.6. A violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section will survive the termination of this Agreement.

9. DATA PROTECTION

- 9.1. The parties agree this Section will apply to the City’s Confidential Information and all categories of legally protected personally identifiable information (collectively “PII”) that Contractor processes pursuant to the Agreement. “Personally identifiable information” is defined as in the Federal Privacy Council’s Glossary available at: <https://www.fpc.gov/resources/glossary/>.
- 9.2. As between the parties, the City is the data controller and owner of PII and Contractor is a data processor. In this Section, the term “process,” “processing,” or its other variants will mean: an operation or set of operations which is performed on PII, whether or not by automated means, including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.
- 9.2.1. When Contractor processes PII pursuant to the Agreement, Contractor will, at no additional cost to the City:
- 9.2.1.1. process PII only within the United States and only in accordance with the Agreement and not for Contractor’s own purposes, including product research, product development, marketing, or commercial data mining, even if the City’s data has been aggregated, anonymized, or pseudonymized;
- 9.2.1.2. implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Contractor will keep abreast of current regulatory trends in data security and the state of technological development to ensure a

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level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor will promptly provide a written description of the technical and organizational methods it employs for processing PII.)

- 9.2.1.3. not subcontract any processing of PII to any third party (including affiliates, group companies or subcontractors) without the prior written consent of the City; and Contractor will remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;
- 9.2.1.4. as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
- 9.2.1.5. take reasonable steps to ensure the competence and reliability of Contractor's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;
- 9.2.1.6. maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Agreement and applicable laws;
- 9.2.1.7. allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources,

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personnel Contractor or Contractor's subcontractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section;

9.2.2. If Contractor becomes aware of any actual or potential data breach (each an "Incident") arising from Contractor's processing obligations pursuant to the Agreement, Contractor will notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:

9.2.2.1. provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;

9.2.2.2. take action immediately, at Contractor's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;

9.2.2.3. cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and

9.2.2.4. not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).

9.3. In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section (Data Protection). Contractor's obligations pursuant to this Section (Data Protection) will not

be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

- 9.4. A violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section will survive the termination of this Agreement.

10. CONTACTS WITH THIRD PARTIES

- 10.1. Contractor or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Contractor or its subcontractors will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section will survive the termination of this Agreement.
- 10.2. Contractor agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

11. SBE/DBE UTILIZATION

The City extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small and/or disadvantaged businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.

12. AUDIT/RECORDS

- 12.1. The City reserves the right, at reasonable times, to audit Contractor's books and records relative to the performance of service under this Agreement. All records pertaining to this Agreement will be kept on a generally accepted accounting basis for a period of 5 years following termination of the Agreement.

12.2. If, following an audit of this Agreement, the audit discloses Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

13. COMPLIANCE WITH LAWS

Contractor will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on Contractor, a request for an amendment may be submitted pursuant to this Agreement.

14. NON-ASSIGNABILITY

14.1. This Agreement is in the nature of a personal services agreement and Contractor will have no power to assign its rights and obligations under this Agreement without the prior written consent of the City. Any attempt to assign without such prior written consent will be void.

14.2. In addition, an essential consideration provided to the City by Contractor to induce the City to enter into the Agreement is Contractor's representation that the individual(s) performing services will include Contractor's principals, _____ and _____. Therefore, should any of the above named individuals sever their relationship with the Contractor, or otherwise be unavailable to carry out Contractor's duties under this Agreement for an extended period of time, which period will be determined at the sole discretion of the City, then the City, without notice, may immediately terminate this Agreement for cause.

15. AMENDMENTS

Whenever an addition, deletion or alteration to the Services described in **Exhibit A** substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Contractor before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Contractor may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor will Contractor do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization will be at Contractor's risk, cost and expense, and Contractor agrees to submit no claim for compensation or

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reimbursement for additional work done or materials furnished without prior written authorization.

16. NO ORAL ALTERATIONS

16.1. No alteration or variation of the terms of this Agreement will be binding on the parties herein unless such alteration or variation is in writing and signed by each of the parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement will be binding on any of the parties herein.

17. NOTICES

17.1. Any notice, consent or other communication (“Notice”) required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) deposited with any commercial air courier or express delivery service; or (4) deposited in the United States mail, postage prepaid.

If to Contractor:

Name
Company Name
Address
City, State, Zip Code
Telephone:
E-Mail:

If to the City:

Name
City of Phoenix
Community and Economic Development Department
200 W. Washington Street, 20th Floor
Phoenix, AZ 85003
Telephone:
Email:

17.2. Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the second day after its deposit with any commercial air courier or express delivery service; or 5 business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.

18. INTEGRATION

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

19. GOVERNING LAW; FORUM; VENUE

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

20. FISCAL YEAR CLAUSE

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for services rendered or costs encumbered only during a fiscal year and for a period of 60 days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes § 42-17108. Therefore, Contractor must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.

21. TERMINATION OR SUSPENSION OF SERVICES

21.1. The City reserves the right to terminate this Agreement without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Contractor in writing. Immediately upon receiving a written notice to terminate or suspend Services, Contractor will:

21.1.1. Discontinue advancing the work in progress, or such part that is described in the notice.

21.1.2. Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.

- 21.1.3. Appraise the work it has completed and submit its appraisal to the City for evaluation.
- 21.1.4. Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.

22. FINAL PAYMENT

- 22.1. **PAYMENT:** The City will make final payment for all Services performed and accepted within 60 days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement. Any use by the City of preliminary reports, raw data or other incomplete material returned by Contractor will be at the City's sole risk for such use.
- 22.2. **TEMPORARY SUSPENSION:** The City may, by written notice, direct Contractor to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Contractor in performance, and not due to fault or negligence of Contractor, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Contractor for a price adjustment must be supported by appropriate documentation asserted promptly after Contractor has been notified to suspend performance.

23. PROFESSIONAL COMPETENCY

- 23.1. **QUALIFICATIONS:** Contractor represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.
- 23.2. **LEVEL OF CARE AND SKILL:** Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City

of Contractor's work will in no way relieve Contractor of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the aforesaid standard of professional competence.

24. SPECIFIC PERFORMANCE

Contractor agrees that in the event of a breach by Contractor of any material provision of this Agreement, the City will, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City will elect to treat any such breach on the part of Contractor as a discharge of the Agreement, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

25. FORCE MAJEURE

Contractor will not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, unavoidable and unforeseeable site conditions, failure of the City to provide data within the City's possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by Contractor in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter referred to as "Force Majeure").

26. DOCUMENTATION

26.1. **DISSEMINATION AND RETENTION:** There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, Contractor will relinquish to the possession and control of the City its entire file related to this Agreement and only those portions of said file deemed by the City to be not privileged will be returned to Contractor pending the resolution of the existing or anticipated litigation.

26.2. **FORMAT AND QUALITY:** All documents prepared by Contractor will be prepared in a format and at a quality approved by the City.

- 26.3. **DOCUMENT REVIEW:** Contractor will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.
- 26.4. **SUBMITTALS:** Contractor will provide timely and periodic submittals of all documents required of Contractor, including subcontracts, if any, as such become available to the City for review.

27. RELEASE OF INFORMATION - ADVERTISING AND PROMOTION

Contractor will not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Agreement, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed will not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

28. CONFLICTS OF INTEREST

- 28.1. Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.
- 28.2. The City reserves the right to immediately terminate the agreement in the event that the City determines that Contractor has an actual or apparent conflict of interest.
- 28.3. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by 1 calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the

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City will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.

- 28.4. This Agreement is subject to the requirements of Arizona Revised Statutes § 38-511.

29. PUBLIC RECORDS

- 29.1. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, Contractor acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, Contractor understands that disclosure of some or all of the items subject to this Agreement may be required by law.
- 29.2. In the event the City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the City agrees to provide Contractor with notice of that request, which will be deemed given when deposited by the City with the USPS for regular delivery to the address of the Contractor specified in their proposal. Within 10 days of City notice by the City, Contractor will inform the City in writing of any objection by the Contractor to the disclosure of the requested information. Failure by Contractor to object timely will be deemed to waive any objection and any remedy against the City for disclosure.
- 29.3. In the event Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision will survive the termination of this Agreement.

30. CLAIMS OR DEMANDS AGAINST THE CITY

- 30.1. Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona

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Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

30.2. Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

31. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS

Contractor waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Agreement.

32. CONTINUATION DURING DISPUTES

32.1. Contractor agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

32.2. Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement will not be deemed a waiver.

33. THIRD PARTY BENEFICIARY CLAUSE

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

34. LAWFUL PRESENCE REQUIREMENT

Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding an agreement to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of agreement award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest

scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

35. NO ISRAEL BOYCOTT

If this Agreement is valued at \$100,000 or more and requires Contractor (a company engaging in for-profit activity and having 10 or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Agreement now certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of goods or services from Israel.

36. NO FORCED LABOR OF ETHNIC UYGHURS

If this Agreement requires Contractor (a company engaging in for-profit activity and having 10 or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Agreement, now certifies it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

37. EQUAL EMPLOYMENT OPPORTUNITY AND PAY

37.1. In order to do business with the city, contractor must comply with Phoenix City Code, 1969, chapter 18, Article V, as amended, equal employment opportunity requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

37.2. For a contractor with 35 employees or fewer: Contractor in performing under this Agreement will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The contractor will ensure that applicants are employed, and employees are dealt with during employment without regard

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to their race, color, religion, sex, national origin, age, or disability. Such action will include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, contractor agreements or subleases of this Agreement entered into by supplier/lessee.

- 37.3. For a contractor with more than 35 employees: Contractor in performing under this Agreement will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and will adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this Agreement entered into by supplier/lessee. The contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and will ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.
- 37.4. **DOCUMENTATION:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
- 37.5. **MONITORING:** The Equal Opportunity Department will monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is

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authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

APPROVALS

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed, effective as of the date in the first paragraph (the “Effective Date”).

CITY OF PHOENIX, a municipal corporation
Jeffrey J. Barton, City Manager

By: _____
Christine Mackay
Community and Economic Development
Department Director

ATTEST:

City Clerk

APPROVED AS TO FORM:
Julie M. Kriegh, CITY ATTORNEY

By: _____
Assistant Chief Counsel

[Legal name of Successful Proposer]
[Business Name-Corporation, LLC, etc.]
“CONTRACTOR”

By: _____
[Insert Name of Signatory]

Title: _____

Exhibit A
SCOPE OF WORK

To be added from RFP and successful proposer's proposal before execution of this Agreement.

This Agreement is governed by the Federal Assistance Listing Numbers 17.258, 17.259, and 17.278.

**Exhibit B
FEE SCHEDULE**

To be added from successful proposer's proposal before execution of this Agreement.

Exhibit C
INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. DEFENSE AND INDEMNIFICATION CLAUSE:

Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Agreement. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Agreement.

2. CONTRACTOR’S INSURANCE:

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Agreement.

The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.

2.1. **SCOPE AND LIMITS OF INSURANCE:** Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

2.1.1. **Commercial General Liability – Occurrence Form**

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- The policy must be endorsed to include coverage for sexual abuse and molestation.
- The policy must name the City of Phoenix and State of Arizona as additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Agreement.
- There will be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix and State of Arizona as additional insured.
- City of Phoenix and State of Arizona is additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City and State of Arizona.

2.1.2. **Automobile Liability**

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	\$1,000,000
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- The policy must be endorsed to include the City of Phoenix and State of Arizona as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Agreement.
- City of Phoenix and State of Arizona is additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City and State of Arizona.

2.1.3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability:	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix and State of Arizona.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

2.1.4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Agreement.
- Contractor warrants that any retroactive date under the policy must precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

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- 2.2. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Agreement, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to **City representative listed in Section 17.**
- 2.3. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 2.4. **VERIFICATION OF COVERAGE:** Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

All certificates required by this Agreement must be sent directly to **City representative listed in Section 17.** The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

- 2.5. **SUBCONTRACTORS:** Contractor’s certificates will include all subcontractors as additional insureds under its policies **OR** Contractor will be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Agreement’s Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Agreement.

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- 2.6. **APPROVAL:** Any modification or variation from the insurance coverages and conditions in this Agreement must be documented by an executed contract amendment.

Exhibit D
SUPPLEMENTAL TERMS AND CONDITIONS

1. TITLE

- 1.1. All documents including but not limited to artwork, copy, posters, billboards, photographs, video tapes, audio tapes, systems designs, drawings, estimates, field notes, investigations, software, reports, diagrams, surveys, analyses, studies or any other original works of authorship created by Contractor in the performance of this Agreement are to be and remain “works for hire” under Title 17, United States Code, and the property of the City and all copyright ownership and authorship rights in the work(s) will belong to the City pursuant to 17 U.S.C. § 201(b). In the event that the work(s) that is/are the subject matter of this Agreement is deemed to not be work for hire, then Contractor hereby assigns to the City all of the right, title and interest for the entire world in and to the work(s) and the copyright therein. Contractor agrees to cooperate and execute additional documents reasonably necessary to conform to its obligations under this paragraph.
- 1.2. All documents, together with all unused materials supplied by the City, are to be delivered to the City upon termination of this Agreement before the final payment is made to Contractor.

2. CONTRACTOR AND SUBCONTRACTOR WORKERS BACKGROUND SCREENING

2.1. Contractor and Subcontractor Workers Background Screening:

- 2.1.1. Contractor agrees that all Contractor and subcontractors’ workers (collectively “Contractor’s Worker(s)”) that Contractor furnishes to the City pursuant to this agreement will be subject to background and security checks and screening (collectively “Background Screening”) at Contractor’s sole cost and expense, unless otherwise addressed in the Scope of Work.
- 2.1.2. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.
- 2.1.3. The background screening provided by Contractor will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare.

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- 2.1.4. The background screening requirements set forth in this section are the minimum requirements for the agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this agreement or Contractor's failure to comply with this section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers will take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.
- 2.1.5. Unless otherwise addressed in the scope of work, the contracting department will review and approve maximum risk background check results provided by the Contractor. Information to verify the results will be returned to the Contractor after the City's review. The City will not keep records related to background checks. The City will only respond with an approve or deny.
- 2.2. **Background Screening Level:** Because of the varied types of services performed, the City has established 2 levels of risk and associated background screening: Standard and Maximum risk. The current risk level and background screening required is **MAXIMUM RISK**.
- 2.3. **Maximum Risk Level:** A maximum risk background screening will be performed every 5 years when the Contract Worker's work assignment will:
- 2.3.1. work directly with vulnerable adults or children, (under age 18);
or
- 2.3.2. any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- 2.3.3. unescorted access to:
- City data centers, money rooms, high-value equipment rooms; or
 - unescorted access to private residences; or
 - access to critical infrastructure sites/facilities; or
 - direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.
- 2.4. **Requirements:** The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the

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State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding 7 years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

2.5. Additional Maximum Risk Background Checks: Maximum screening will additionally require:

2.5.1. Fingerprint verification (when Contract Worker is working directly with children or vulnerable adults)

2.6. Background Checks for Employment through the Central Registry

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

2.6.1.1. Any person who applies for a contract with Arizona and that person's employees.

2.6.1.1.1. All employees of a Subawardee (Contractor).

2.6.1.1.2. A Subawardee of a Subawardee (Contractor) and the Subawardee(s) employees; and

2.6.1.1.3. Prospective employees of the Subawardee (Contractor) at the request of the prospective employer (City).

2.6.1.2. Volunteers who provide direct services to children or vulnerable adults will have a Central Registry Background Check, which is to be used as a factor to determine qualifications for volunteer positions.

2.6.2. 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,

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licensure, certification or other benefit because the person has been granted a Central Registry exception.

2.6.3. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons will certify on forms that are provided by the City whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

2.6.4. A person awaiting receipt of the Central Registry Background Check may provide direct services to City clients after completion and submittal of the Direct Service Position certification form if the certification states:

2.6.4.1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and

2.6.4.2. 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.

2.6.5. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person will be prohibited from providing direct services to City clients.

2.6.6. Contractor will maintain the Central Registry Background Check results and any related electronic forms or documents in a confidential file for 5 years after termination of this Agreement.

2.7. Contractor Certification; City Approval of Maximum Risk Background Screening:

2.7.1. Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:

2.7.1.1. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,

2.7.1.2. submitting pass/fail results to the City for approval; and,

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- 2.7.1.3. for reviewing the results of the background check every 3 to 5 years, dependent on scope; and,
 - 2.7.1.4. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
 - 2.7.1.5. Submitting the list of qualified Contract Workers to the contracting department; and,
 - 2.7.1.6. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- 2.7.2. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the agreement and for whom the requirements of the Agreement apply.
- 2.7.3. By executing this agreement, or certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
- 2.7.4. The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- 2.7.5. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
- 2.7.6. By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- 2.7.7. Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor

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has received the City's written acceptance of Contract Worker's maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city's prior written approval.

- 2.8. **Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts:** Contractor will include the terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Agreement.
- 2.9. **Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to the City's entry into this agreement and any breach of these provisions will be deemed a material breach of this agreement. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.
- 2.10. **Continuing Duty; Audit:** Contractor's obligations and requirements that Contract Workers satisfy this background screening section will continue throughout the entire term of this agreement. Contractor will notify the City immediately of any change to a background screening of a Contract Worker previously approved by the City. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's compliance with this section.
- 2.11. **Variances and Exemptions:**
- There are federal and state regulations that necessitate an exemption from this policy. Contract Workers who fall under the following areas may be considered exempt from this policy:

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- 2.11.1. Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card (e.g. Human Services, Housing, Parks, and Aviation Departments).
- 2.11.2. Other background checks performed within the last 3 to 5 years may be approved if they fit all required criteria herein.

3. SUPPLIER PROFILE CHANGES

It is the responsibility of the Contractor to promptly update their profile in procurePHX at www.phoenix.gov/procure. If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and agreement termination.

4. ESTIMATED QUANTITIES OR DOLLAR AMOUNTS

Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than the City's actual requirements during the period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting agreement is to supply the City with its complete actual requirement for the agreement period.

5. SUSPENSIONS OF WORK

The City representative listed in **Section 17** reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the agreement completion/delivery requirements.

6. PERFORMANCE INTERFERENCE

Contractor will notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the agreement and confirm it in writing within 24 hours.

Department Contact: **Enter**
Phone: **Enter**

7. COOPERATIVE AGREEMENT

- 7.1. In addition to the City and with approval of the Contractor, this agreement may be extended for use by other municipalities and government agencies in the State of Arizona.
- 7.2. A current listing of eligible entities may be found at www.mesaaz.gov/business/purchasing/save. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective entity. Orders placed by other agencies and payment thereof will be the sole responsibility of that entity. The City will not be responsible for any disputes arising out of transactions made by other entities who utilize this solicitation.

8. ADVERTISING

Contractor will not advertise or publish news releases concerning this agreement without the prior written consent of the Deputy Finance Director or Department Director, and the City will not unreasonably withhold permission.

9. EXCLUSIVE POSSESSION

All services, information, computer program elements, reports, and other deliverables which may be created under this agreement are the sole property of the City of Phoenix and will not be used by the Contractor or any other person except with prior written permission by the City.

10. STRICT PERFORMANCE

Failure of either party to insist upon the strict performance of any item or condition of the agreement or to exercise or delay the exercise of any right or remedy provided in the agreement, or by law, or the acceptance of materials or services, obligations imposed by this agreement, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the agreement.

11. LICENSES AND PERMITS

Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this agreement.

12. LIQUIDATED DAMAGES

If the Contractor fails to deliver the supplies or perform the services within the time specified in its agreement, or any extension thereof, the actual damages to the City

for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor will pay to the City as fixed, agreed and liquidated damages for each calendar day of the delay, the amount of \$Enter amount. The City may terminate this agreement in whole or in part as provided in the “Default” provision. In that event, the Contractor will be liable for such liquidated damages accruing until the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor will not be charged with liquidated damages when the delay arises out of causes beyond its control and without fault or negligence, as determined by the City. The Deputy Finance Director or Department Director will be the sole judge in determining the liquidated damages.

13. TRANSITION OF AGREEMENT

Contractor will, without limitation, provide important information to a successor Contractor and the City to ensure continuity of service at the required level of proficiency and agrees to provide to the City all files, supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this agreement and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of this agreement.

14. CONFIDENTIALITY

14.1. “Confidential Information” means all non-public, confidential, sensitive, or proprietary information disclosed or made available by the City to Contractor or its affiliates, employees, contractors, partners, or agents (collectively “Recipient”), whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, employment data, network configurations, information security practices, business operations, strategic plans, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third party who has the

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right to transfer or disclose it; or (e) the City has approved in writing for disclosure.

- 14.2. Recipient will: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under the Agreement; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.
- 14.3. Upon the City's written request or expiration of this Agreement, whichever is earlier, Recipient will, at no additional costs to the City, promptly return or destroy all Confidential Information belonging to the City that Recipient has in its possession or control. After return or destruction of the Confidential Information, Recipient will certify in writing as to its compliance with this paragraph.
- 14.4. If applicable, Contractor agrees to comply with all City information technology policies and security standards, as may be updated from time to time, when accessing City networks and computerized systems whether onsite or remotely.
- 14.5. In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this section. Contractor's obligations pursuant to this section will not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.
- 14.6. A violation of this section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this section will survive the termination of this Agreement.

15. DATA PROTECTION

- 15.1. The parties agree this section will apply to the City's Confidential Information and all categories of legally protected personally identifiable information (collectively "PII") that Contractor processes pursuant to the Agreement. "Personally identifiable information" is defined as in the Federal Privacy Council's Glossary available at: <https://www.fpc.gov/resources/glossary/>.
- 15.2. As between the parties, the City is the data controller and owner of PII and Contractor is a data processor. In this section, the term "process," "processing," or its other variants will mean: an operation or set of operations which is performed on PII, whether or not by automated means, including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.
- 15.2.1. When Contractor processes PII pursuant to the Agreement, Contractor will, at no additional cost to the City:
- 15.2.1.1. process PII only within the United States and only in accordance with the Agreement and not for Contractor's own purposes, including product research, product development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized;
 - 15.2.1.2. implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Contractor will keep abreast of current regulatory trends in data security and the state of technological development to ensure a

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level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor will promptly provide a written description of the technical and organizational methods it employs for processing PII.)

- 15.2.1.3. not subcontract any processing of PII to any third party (including affiliates, group companies or subcontractors) without the prior written consent of the City; and Contractor will remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;
- 15.2.1.4. as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
- 15.2.1.5. take reasonable steps to ensure the competence and reliability of Contractor's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;
- 15.2.1.6. maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Agreement and applicable laws;
- 15.2.1.7. allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources,

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personnel Contractor or Contractor's subcontractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this section;

- 15.2.2. If Contractor becomes aware of any actual or potential data breach (each an "Incident") arising from Contractor's processing obligations pursuant to the Agreement, Contractor will notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:
 - 15.2.3. provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;
 - 15.2.4. take action immediately, at Contractor's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;
 - 15.2.5. cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and
 - 15.2.6. not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).
- 15.3. In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this section. Contractor's obligations pursuant to this section will not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.
- 15.4. A violation of this section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this section may at the City's

discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this section will survive the termination of this Agreement.

16. SECURITY INQUIRIES

16.1. Contractor acknowledges that all of the employees that it provides pursuant to this Agreement will, at Contractor's expense, be subject to background and security checks and screening at the request of the City. Contractor will perform all such security inquiries and will make the results available to the City for all employees considered for performing work (including supervision and oversight) under this Agreement. The City may make further security inquiries. Whether or not further security inquiries are made by the City, the City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this Agreement. Employees rejected by the City for performing services under this Agreement may still be engaged by Contractor for other work not involving the City. An employee rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without the City's prior approval.

16.2. The City, in its sole discretion, reserves the right, but not the obligation to:

16.2.1. require an employee/prospective employee of the Contractor to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. 41-1750 (G) (4);

16.2.2. act on newly acquired information whether or not such information should have been previously discovered;

16.2.3. unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and

16.2.4. object, at any time and for any reason, to an employee of Contractor performing work (including supervision and oversight) under this Agreement. Contractor will bear the costs of all inquiries requested by the City.

17. FEDERAL IMMIGRATION AND NATIONALITY ACT

17.1. By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its

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employees. The Contractor will obtain statements from its subcontractors certifying compliance and will furnish the statements to the Representative listed under Notices upon request. These warranties will remain in effect through the term of the Agreement. The Contractor and its subcontractors will also maintain Employment Eligibility Verification forms (I9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I9 forms are available for download at uscis.gov.

- 17.2. The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. If the State suspects or finds that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

18. SANCTIONS AND CORRECTIVE ACTIONS

- 18.1. The City may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this Agreement. This Demand for Assurance will include the citation from the Agreement that the City requires the Contractor to remedy, the required time frame for a response from the Contractor, what required documents will be sent with the response and to whom the response will be sent. Failure to comply with the requirements set forth in the Demand for Assurance, and any corrective action agreed to by the City, may result in the actions outlined below.
- 18.2. Pursuant to Notice of Proposed Rule Making (NPRM) 683.700, the City may impose sanctions and corrective actions on recipients (Contractor) and sub recipients (subcontractors) of WIOA grant funds as follows:
- 18.2.1. Except for actions under WIOA section 188(a) the City uses the initial and final determination procedures outlined in NPRM 683.440 to impose a sanction or corrective action. To impose a sanction or corrective action for a violation of WIOA section 188(a) the City will use the procedures set forth in that regulatory part.
- 18.2.2. The City may impose sanctions or corrective action for noncompliance with the uniform administrative requirements set forth under section 184(b) (1) and NPRM 683.700 Sanctions or

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corrective action will be applied for substantial violations of WIOA statutory and regulatory requirements.

- 18.3. Pursuant to NPRM 683, the City will impose fiscal sanctions if a Contractor fails the same performance measure(s) in 3 or more consecutive years. The sanction will be applied to the area of funding (i.e., Adult, Youth Dislocated Worker, or Rapid Response) in which the failed performance measure(s) applies.
- 18.4. Sanctions collected will be held by the City and the Contractor may receive the sanctioned funds if the performance for the failed measure(s) is rectified and the local area passes the performance measure in the next reporting cycle (i.e., October of the following year). If the Contractor does not rectify performance in the next reporting cycle, the funds will revert to the City.

19. CLEAN AIR AND WATER ACT

The Contractor must be in compliance 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).

20. ENERGY POLICY AND CONSERVATION ACT

The 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).

21. DEBT COLLECTION AND AUDIT RESOLUTION

The Contractor must 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. The Contractor must comply with 2 CFR 200 and all subparts. The Contractor is required to adhere to Federal Acquisition Regulation 97- 03 Part 31; ADES Policies 1-47-01 and 1-47-08.

- 21.1. Among the required controls specified in NPRM 683.750 is the process for collecting debts. NPRM 683.410 states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIOA activities to determine whether expenditures made against the cost categories are within the cost limitations specified in WIOA laws and regulations.

22. RIGHT TO ASSURANCE

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Agreement, the City may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of "Days" specified in the demand may, at the City's option be the basis for terminating the Agreement under the rights and remedies available by law or provided by this Agreement.

23. DRUG-FREE WORKPLACE

The Contractor agrees to comply with the Drug-Free Workplace Act of 1988 (P.L. 100-690). This law requires the Contractors and subcontractors of federal funds to certify they will provide drug-free workplaces. This certification is a precondition to receiving a contract, or grant.

24. REQUIREMENTS

As part of the Agreement process, the City will determine a sub-recipient or vendor relationship and notify the Contractor in writing within 30 days of commencement. Depending on this determination, one or more of the following audit requirements will apply:

- 24.1. **Sub-Recipient-Federal Funds over \$750,000:** In compliance with the Federal Single Audit Act (31 U.S.C. Section 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Contractors designated as sub-recipients, as prescribed by the President's Council on Integrity and Efficiency Position Statement No. 6, expending Federal Funds from all sources totaling \$750,000 or more, must have an annual audit conducted in accordance with the audit and reporting standards as prescribed in Uniform Guidance 2 CFR Part 200. The audit must include the Reporting Package as outlined in 2 CFR Part 200 which requires the City's contract numbers and award amounts to be included in a separate schedule, if not included on the Schedule of Federal Financial Assistance. The Contractor's auditor will certify the audit was conducted in accordance with 2 CFR Part 200. After completion of the audit, the Contractor will submit 2 copies of the Audit Report, Management Letter and Auditor's Opinion within thirty (30) days to the City representative designated to receive notices. The Audit will be completed within a reasonable time after the end of the Contractor's fiscal year, but not later than 9 months after the Contractor's fiscal year in which this Agreement expires.
- 24.2. **Sub-Recipient-Federal Funds under \$750,000:** The Contractors expending less than \$750,000 in Federal Funds from all sources are exempt

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from Federal audit requirements of Uniform Guidance 2 CFR Part 200 for that year. However, an annual financial audit, performance audit, evaluations, inspections, or reviews may be required by the City.

25. RESCISSION OF FUNDS

If the Federal Funding Source informs the City that it is rescinding funding from the City and where the City must in turn rescind from a Contractor(s) who may hold one or more contracts for services funded under the specified Federal Funding Source, the City may take action in the following sequence.

- 25.1. Rescind the required amount of funds from unexpended funds to the designated previous period(s) of time.
- 25.2. Rescind the required amount of funds from unexpended funds to the designated current period(s) of time.
- 25.3. Decrease the required amount of funds from funds from a designated future period(s) of time.

26. SUSPENSION OR DEBARMENT

- 26.1. The City may, by written notice to the Contractor, immediately terminate this Agreement if the City determines that the Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor will immediately notify the City. Contractors must not make any award or permit any award (sub-recipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.
- 26.2. The Contractor certifies to the best of its knowledge and belief, that is and its sub-recipients:
 - 26.2.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 26.2.2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction;

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violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

26.2.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 27.2.2 of this certification; and

26.2.4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

27. ALLOWABLE COSTS

The Contractor will comply with the following Cost Principles, as applicable, to determine allowable incurred costs for the purpose of reimbursing costs under the terms and conditions of this Agreement. The Contractor certifies that funds received under this Agreement will be expended to achieve the purposes of this Agreement and to meet costs defined as allowable by the federal funding agency or the following federal guidelines.

- OMB Circular A-21 for educational institutions
- OMB Circular A-87 for State, local and Indian Tribal Governments OMB Circular A-122 for Non-Profit organizations
- Uniform Guidance 2 CFR Part 200

28. SUBSTANTIAL INTEREST DISCLOSURE

28.1. The Contractor will not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in the Contractor's organization or with which the Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless the Contractor has made a full written disclosure of the proposed payments, including amounts, to the City.

28.2. Lease contracts, rental contracts, or purchase of real property covered by 29.1 of this section will be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate. For the purpose of this Section, "relative" will have the same meaning as in City's Administrative Regulation 2.91 (2) Definition.

29. FISCAL YEAR CLAUSE

The City's WIOA funding period begins July 1st and ends June 30th each fiscal year. In accordance with Title 2, Code of Federal Regulations, Part 215, Section 28, the Contractor may charge to the grant only allowable costs resulting from obligations incurred during the funding period. Therefore, the Contractor must submit invoices for Services performed or costs incurred prior to the close of a fiscal year. All expenses incurred during the funding period must be liquidated within 45 days (August 15th) of the end of the funding period.

30. CERTIFICATION REGARDING LOBBYING

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

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

30.1.1. 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 Agreement, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

30.1.2. The Contractor will 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 contract under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

30.1.3. 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 prerequisite for making or entering into this transaction imposed by section 1352, Title 31,

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U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

31. SMOKING POLLUTION CONTROL MEASURES

The Contractor will be subject to the provisions of City Ordinance No. G-2865, as amended, "the Smoking Pollution Control Ordinance," effective July 1, 1986, A.R.S. § 36-601-01, and the Pro-Children Act of 1994, 20 USC 7183 (which prohibits smoking in any indoor facility or portion of a facility [owned, leased, or contracted for] used for the routine or regular provision of federally funded health care, day care, or early childhood development, including WIOA Services to youth under the age of 18). These laws regulate smoking in places of employment and enclosed public places located within the City of Phoenix.

32. DISPOSITION OF PROPERTY

32.1. Transfer/Surplus of Equipment with a Property Value Less than \$10,000: Items of equipment with a current per unit fair market value of Less than \$10,000 may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency. If property is deemed worthless, documentation must be provided to establish this fact. Property may not be donated to another agency unless it is worthless. An appraiser may establish value. The Equipment Transfer/Surplus Request (J-320) disposition record must be kept for any transaction in accordance with EA/WIOA Section.

Record retention requirements and WIOA Inventory Equipment Database or other internal inventory system annotated accordingly. The Contractor and/or service provider may sell the property and retain the proceeds for use in WIOA programs or divided in accordance with terms of local agency cost sharing agreement.

32.2. Calculation of "Fair Market Value": The selling price of an item that is sold through auction, advertisement, or a dealer is the fair market value of the item regardless of any prior estimates. An item that is not sold but retained by the Contractor and/or service provider has a fair market value based on similar items that are offered for sale, using the selling price if known.

32.3. Property Records Retention: All property records must be maintained from date of acquisition, through final disposition. The Contractor and/or service providers must also retain these records for a period of 5 years from the date of their last expenditure report. If any litigation, claim, negotiation, or audit is started before the expiration of the 5-year period, all records

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related to this Agreement must be retained until all findings have been resolved and final action taken or until the end of the regular 5-year period, whichever is later.

32.4. **Inventory Records:** The Contractor and/or service providers must maintain accurate inventory records of expendable leased/purchased (value \$2,000.00 to \$4,999.99), and non-expendable leased/purchased equipment \$5,000 or more with WIOA funds. Property records must include:

- Asset Number
- Description
- Manufacturer
- Number
- Date
- Location
- Cost

The Contractor and service providers are required to submit an inventory report for all property leased/purchased with WIOA funds costing more than \$2,000.00 to the Community and Economic Development Fiscal Section by July 1 of each year.

32.5. **Prior Approval Equipment with a Property Value \$5,000 or more:** Before allocating WIOA funds for any non-expendable tangible property purchase (including software purchases) with a per unit cost of \$5,000 or more, or total purchase cost exceeds \$10,000, the Contractor and/or service provider must complete a "WIOA Pre-Approval of Equipment & Vehicles \$5,000 or More Questionnaire" form that must be signed by the Contractor Director or Designee.

32.5.1. The signed form must be forwarded to the Community and Economic Development Fiscal Section for review, approval, or disapproval action.

32.5.2. When an approval decision is rendered, the Community and Economic Development Fiscal Section will return the signed questionnaire to the Contractor Director or Designee. Upon receipt of the signed and approved questionnaire, the Contractor can proceed to purchase the equipment or property.

32.5.3. When a decline decision is rendered, the Community and Economic Development Fiscal Section will specify the reason for disapproval and return the signed questionnaire to the Community and Economic Development Business and Workforce Deputy Director (BWDD). The BWDD may appeal this

decision to the. Community and Economic Development Fiscal Section.

33. COMPETITIVE BIDDING

If the purchase of supplies and equipment has been authorized in this Agreement, the Contractor will procure all such items in accordance with Uniform Guidance 2 CFR Part 200, at the lowest practicable cost and will purchase all non-expendable items costing \$1,000 or more and having a useful life of more than 1 year, through a generally accepted and reasonable competitive bidding process. Any procurement in violation of this provision will be considered a financial audit exception. The Contractor will expend the City funds in a manner that would serve the public interest and honor the public trust.

34. PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, will clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

35. SUBCONTRACTORS

The Contractor will not enter into any sub-contract under this Agreement without the advance written approval of the City. The sub-contract will incorporate by reference the terms and conditions of this Agreement. Upon request, the Contractor will provide copies of sub-contract relating to the delivery of Services.

36. PROCUREMENT OF RECOVERED MATERIALS

36.1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor will procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor will procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which will be determined the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.

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36.2. Paragraph (37.1) of this clause will apply to items purchased under this Agreement where: (1) the Contractor purchases in excess of \$10,000 of the item under this Agreement; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

37. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

37.1. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

37.2. Contractor will 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.

38. CONFLICTS OF INTEREST

All parties hereto agree to abide by the provisions of 2 CFR 200.318, which include (but are not limited to) the following:

38.1. The Contractor will maintain a written code or standards or conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

38.2. No employee, officer, or agent of the Contractor will participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

38.3. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

39. INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY

- 39.1. Any judgment, lien, levy, or outstanding amount owed to the Internal Revenue Service, State, County, City, or other public entity by the Contractor will constitute an event of default or breach of this Agreement, unless previously approved by the City in writing, and will constitute sufficient reason for termination of this Agreement by the City.
- 39.2. Prior to entering into and during the time period covered by this Agreement, the Contractor will disclose any information related to the preceding paragraph. This disclosure requirement will also include the immediate reporting of breaches in payback arrangements or breaches in other agreements related to the above. Failure to comply with any disclosure provision in this section will constitute a default.

40. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND DISADVANTAGED BUSINESS ENTERPRISES

Pursuant to national and City policy to award a fair share of contracts to small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises, Contractor must take affirmative steps to assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are utilized when possible as sources of supplies, equipment, construction, and services. Such affirmative steps will include the following:

- 40.1. Include qualified small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises on solicitation lists.
- 40.2. Assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are solicited whenever they are potential sources.
- 40.3. When economically feasible, divide total requirements into small tasks or quantities so as to permit maximum participation from small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.
- 40.4. Where the requirement permits, establish delivery schedules which encourage participation by small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.

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- 40.5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce and the Community Services Administration as required.
- 40.6. Comply with the applicable requirements of the City's Small and Disadvantaged Business Enterprise Policy Plan.
- 40.7. Include affirmative steps, 44.1 through 44.6 in any subcontract.

41. DOL FEDERAL AWARD TERMS AND CONDITIONS

- 41.1. The FY2024 DOL Federal Award Terms and Conditions are incorporated herein and made a part hereof by reference.