



City of Phoenix

**Youth Workforce Development Services
RFP-CED20-YWS
Request for Proposals (RFP)**

Schedule

ACTIVITY (All times are local Phoenix time)	DATE
Issue RFP	October 6, 2020
Pre-Proposal Meeting (2:00 p.m.)	October 19, 2020
Submittal of Written Questions Deadline (11:00 a.m.)	October 27, 2020
Responses to Written Questions	November 2, 2020
Proposal Deadline (11:00 a.m.)	November 17, 2020
Short Listing, if applicable	December 14-18, 2020
Evaluation and Proposer Interviews, if applicable	January 4-8, 2021
Award Recommendation to Phoenix City Council	February 2021

Submit proposals and requests for alternate formats to:

Kimberly Whetstone, Procurement Officer
City of Phoenix Community and Economic Development Department
200 West Washington Street, 20th Floor
Phoenix, Arizona 85003-1611
Telephone: 602-495-0747 (7-1-1 Friendly)
procurement.request.ced@phoenix.gov

<https://solicitationsadmin.phoenix.gov/Solicitation/Details/830> (RFP Webpage)

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

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- Attachment E Budget Detail Form
- Attachment F Form of Contract

I. RFP PROCESS

A. Introduction

The City of Phoenix (City) is seeking qualified organizations to provide programs and services through the City's Workforce Innovation and Opportunity Act (WIOA) Youth Workforce Program to youth residing in Phoenix and in the adjacent areas. The City reserves the right to award to more than one contract. The City's decision to utilize multiple awardees will be final and conclusive.

The City seeks organizations that can respond to the unique needs of youth and assist youth with obtaining employment; re-engaging in school; preparing for postsecondary education; connecting to industry-focused education and training programs; and providing career pathways that lead to long-term career development opportunities.

Entities eligible to propose include for- and non-profit organizations, educational institutions, government entities, public agencies, and collaborations of these organizations, that include community-based organizations, faith-based organizations, and/or small businesses.

B. Background Information

WIOA is the federal law that governs the ARIZONA@WORK system and it is designed to integrate services to support businesses and job seekers through strategic cross-sector partnerships. It envisions connecting workforce, education, and economic development entities to ensure strategic leveraging of resources and optimum results. The law addresses the needs of customers by establishing a comprehensive system that provides access to employment, education, training, and support services.

The successful proposers will contract with the City' Human Services Department (HSD) Business and Workforce Development Division, which was selected by the Phoenix Business and Workforce Development Board (PBWDB) to provide adult, dislocated worker, and youth service programs as described in the [Shared Local Governance Agreement](#). Additional information about the Phoenix Local Workforce Development Area, including the current PBWDB Strategic Plan, is posted at <https://arizonaatwork.com/locations/city-phoenix>.

The purpose of the WIOA Youth Workforce Program is to support the delivery of innovative and comprehensive workforce services to out-of-school youth (OSY) ages 16 -24 and in-school youth (ISY) ages 14-21 residing within Phoenix city limits and experiencing significant barriers to education, training and employment. Proposers may propose services for OSY, ISY, or both.

C. Minimum Qualifications

The following minimum qualifications are non-negotiable.

1. Each proposer must have 2 years' experience providing youth workforce services and guiding youth with barriers to education and employment.
2. Each proposer must have a physical location in Phoenix.

Each proposer must demonstrate these minimum qualifications in its proposal or its proposal will be disqualified as non-responsive. Any proposer that is suspended, debarred, or otherwise prohibited from contracting for WIOA funding will be disqualified and its proposal will be rejected.

D. Contract Term and Contractual Relationship

The contracts resulting from this RFP will be cost reimbursement. The contract term will be 1 year with 3 one-year renewal options pending annual performance and compliance reviews as well as available funding. Proposers are responsible for reading the draft contract (**Attachment F**) and submitting any questions about it in accordance with the process listed in **Section I (F)**. By submitting a proposal, each proposer agrees it will be bound by the contract, which may be modified by the City before it is signed by a recommended proposer.

Each successful proposer will be required to accept liability for all aspects of any WIOA program services it conducts, including any disallowed costs or illegal expenditures of funds or program operations conducted.

The successful proposers will begin phased-in start-up operations during a transition period with the current providers between April 1, 2021 and June 30, 2021. The successful proposers must be fully operational to provide services on July 1, 2021 (start of program year 2020-2021).

E. Pre-Proposal Meeting

Proposers are strongly encouraged to attend the pre-proposal meeting at the date and time listed on page 1 via Webex and/or conference call. The purpose of this meeting is to review this RFP and respond to proposer questions. Please email procurement.request.ced@phoenix.gov to register for this meeting.

F. 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 shall not be cause for waiver of any portion of the RFP or subsequent contract.

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

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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 at [RFP Webpage](#).

G. Changes to the RFP

Changes to this RFP will be issued as a written addendum and posted at [RFP Webpage](#). The City shall 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 at [RFP Webpage](#), proposers are responsible for obtaining all information posted on the website.

II. SCOPE OF WORK

The successful proposers will provide youth workforce development services that include the elements and responsibilities described in this section.

A. Staffing

Each successful proposer must: 1) provide adequate staff of sufficient qualifications and experience to effectively perform these services; and 2) ensure its staff is qualified and trained in state and local WIOA policies and regulations; case management; eligibility determination, verification, and documentation; assessments; the required program elements; file maintenance and documentation; quality assurances; and other appropriate workforce credentials.

Each successful proposer's staff must perform case management functions while working as a professional partner with each youth to: 1) identify and prioritize personal strengths and needs; 2) establish realistic training, education, and employment goals/objectives; 3) develop a plan of action to achieve established goals and objectives; 4) access needed resources; and 5) develop a strategy that will empower the youth to access services on her or his own and reduce dependence on social programs. Successful proposers must also incorporate mental/behavioral health services, trauma-informed case management, and other supports to program participants.

B. Service Delivery Locations

Each successful proposer will be expected to provide services virtually and in-person at its Phoenix location(s). In addition, each successful proposer must have space or a small meeting area to allow for confidential conversations between staff and participants.

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Services need not be delivered at a single location; in fact, successful proposers will be encouraged to identify various access points and doors of entry into youth workforce services, including the use of technology, mobile accessibility, or alternate location(s). Services should be easily accessible within the community and provide a safe, supportive atmosphere that offers youth frequent opportunities for positive interactions with staff, peers, and other adults. Each proposed location should be located near the Targeted Populations and/or Priority Service Area(s), as defined in Sections II (C) and (E) respectively, the proposer intends to serve.

The City is seeking proposers that can offer a range of career and training services at one or more sites and demonstrate a high level of coordination and connectivity that will assist youth, particularly Target Populations and those in the identified Priority Service Areas, in navigating and accessing the services.

C. Youth Participant Eligibility and Target Populations

WIOA requires that all participating youth meet certain eligibility criteria and be determined eligible prior to enrollment and receipt of any WIOA-funded services. Each successful proposer will be responsible for the determination, verification, and documentation of WIOA eligibility for youth workforce program participants as well as the maintenance of each participant's eligibility file and required documentation.

To participate in the youth workforce program funded through the contracts resulting from this RFP, youth must meet general WIOA eligibility criteria:

- Authorized to work in the United States;
- Preference to City of Phoenix residents; and
- Compliant with Selective Service registration requirement, if applicable.

WIOA funded services may be provided to OSY and ISY as outlined in Section 205 (Eligibility Determination - pages 23-28) in the [Arizona Department of Economic Security's Workforce Innovation and Opportunity Act Policy Manual](#). In addition to these eligible youth (Target Populations), the City has further identified youth residing in City of Phoenix Public Housing as an additional Target Population.

D. Fourteen Required Program Elements

Each successful proposer's youth workforce development program must provide or make available the following 14 required program elements.

Academic Skills Enhancement

1. Tutoring, Study Skills Training, Instruction, and Dropout Prevention activities that lead to completion of a high school diploma or recognized equivalent including dropout prevention strategies.

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2. Alternative Secondary School and Dropout Recovery Services assist youth who have struggled in traditional secondary education or dropped out of school, as appropriate.

Workplace Preparation

3. Paid and Unpaid Work Experience is a structured learning experience in a workplace and provides opportunities for career exploration and skill development, which may include:
 - a. Summer employment opportunities and other employment opportunities available throughout the school year;
 - b. Pre-apprenticeship programs;
 - c. Internships and job shadowing; and
 - d. On-the-Job Training opportunities
4. Occupational Skills Training is an organized program of study that provides specific skills and leads to proficiency in an occupational field that is aligned with in-demand industry sectors or occupations in the local area.
5. Education Offered Concurrently with Workforce Preparation is an integrated education and training model combining workforce preparation, basic academic skills, and occupational skills.

Workplace Success

6. Leadership Development Opportunities encourage responsibility, confidence, employability, self-determination, and other positive social behaviors such as:
 - a. Exposure to postsecondary educational opportunities;
 - b. Community and service learning projects;
 - c. Peer-centered activities, including peer mentoring and tutoring;
 - d. Organizational and team work training, including team leadership training;
 - e. Training in decision-making, including determining priorities and problem solving;
 - f. Citizenship training, including life skills training such as parenting skills and work-behavior training;
 - g. Civic engagement activities, which promote the quality of life in a community; and
 - h. Other leadership activities that place the youth in a leadership position such as serving on the PBWDB standing youth committee.
7. Supportive Services enable an individual to participate in WIOA activities. These are services such as transportation, childcare, housing, and other needs-related services.
8. Adult Mentoring is a formal relationship between a youth and an adult mentor with structured activities where the mentor offers guidance, support,

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and encouragement. Mentoring must last for at least 12 months and occur during the program year and following exit from the program.

9. Follow-up Services are required for a minimum of 12-months after the completion of the program, unless the participant declines to receive follow-up services, or the participant cannot be contacted or located following program exit. Follow-up services help ensure youth succeed in employment or education.
10. Comprehensive Guidance and Counseling provides individualized counseling to participants, including drug/alcohol, mental health counseling and referrals to partner programs, as appropriate.
11. Financial Literacy Education provides youth with the knowledge and skills they need to achieve long-term financial stability.

Small Business Learning

12. Entrepreneurial Skills Training provides the basics of starting and operating a small business and develops entrepreneurial skills.

Transition Support

13. Services that Provide Labor Market Information offer employment and labor market information about in-demand industry sectors or occupations.
14. Postsecondary Preparation and Transition Activities help youth prepare for and transition to postsecondary education and training.

E. Funding Availability and Priority Service Areas

The City anticipates awarding \$4 million in WIOA Youth funding annually to the contracts resulting from this RFP. This estimate is based on past WIOA allocations and is subject to change based upon the City's actual program year (PY) allocations and various approvals of each year's allocation during the term of the contracts. Each contract's annual value will be based on final WIOA youth allocations and, as applicable, the successful proposer's past performance.

At least 75% of each successful proposer's annual WIOA youth program budget must directly support OSY programs, with the remaining funding supporting ISY programs. In addition, each successful proposer must spend at least 20% of its annual WIOA youth program budget on youth work experience.

While services are sought for eligible OSY and ISY throughout Phoenix, the City has identified the following priority service areas. A map of these areas is available on the [RFP Webpage](#).

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Priority Service Areas	Zip Codes
Alhambra	85015, 85017, 85019
Maryvale	85031, 85033, 85035, 85037
South Mountain	85040, 85041, 85042

In addition to WIOA funds, the City sometimes receives funding for special projects and initiatives. Successful proposers for this RFP may be required to partner with the City to deliver supplemental services.

Each successful proposer will implement an outreach and marketing plan informing OSY and/or ISY, particularly among Target Populations and in Priority Service Areas, about available WIOA services. Successful proposers will be required to incorporate the Effective Outreach Strategies for Opportunity Youth included as **Exhibit G of Attachment F**. Successful proposers will also be highly encouraged to engage youth in designing and planning targeted, culturally competent outreach and engagement strategies.

All outreach and recruitment materials created by a successful proposer must feature approved ARIZONA@WORK branding and be approved by HSD in writing prior to publication or distribution. Each successful proposer will also coordinate with HSD to ensure its information is accurately presented on the ARIZONA@WORK City of Phoenix website.

F. Outreach

Each successful proposer will implement an outreach and marketing plan informing OSY and/or ISY, particularly among Target Populations and in Priority Service Areas, about available WIOA services. Successful proposers will be required to incorporate the Effective Outreach Strategies for Opportunity Youth included as **Exhibit G of Attachment F**. Successful proposers will also be highly encouraged to engage youth in designing and planning targeted, culturally competent, outreach and engagement strategies.

All outreach and recruitment materials created by a successful proposer must feature approved ARIZONA@WORK branding and be approved by HSD in writing prior to publication or distribution. Each successful proposer will also coordinate with HSD to ensure its information is accurately presented on the ARIZONA@WORK City of Phoenix website.

G. Referrals

Successful proposers will be required to utilize the ARIZONA@WORK City of Phoenix Referral System to track and manage youth participant referrals to WIOA core partners, and encouraged to link and share information with other youth serving organizations provided the appropriate releases of information have been signed.

Each successful proposer must also ensure any applicants who do not meet

the WIOA eligibility enrollment requirements or who cannot be served by the WIOA youth program are referred for additional assistance to appropriate programs that meet their basic skills and training needs.

H. Individual Service Strategy (ISS)

Each successful proposer is responsible for the development and documentation of an ISS for each participant based on the results of the youth's objective assessment. The ISS is an individualized, written plan of short- and long-term goals that identifies potential barriers to achieving goals, support services needed, career pathways, education and employment goals, linkage to required youth program elements, incentives, and a timeframe in which the youth will be expected to complete activities and services related to each goal specified in the ISS. The ISS must be reviewed through completion of the plan to assess the continued relevance of the service strategy and the participant's progress towards goals. Each successful proposer must have a referral process in place with identified partners for any needed services WIOA cannot provide.

I. Objective Assessment

For this program, successful proposers will be responsible for providing an objective assessment of the academic and occupational skill levels as well as needs and strengths of each participant to identify appropriate services and career pathways for each participant and to collect information for the ISS.

An objective assessment is the foundation of good planning and overall good case management. It is an ongoing extension of the intake process and guides the case manager's development of the ISS. It is not a one-time, up-front activity.

An objective assessment must include a review of basic skills, occupational skills, prior work experience, employability, interests (including interest and aptitudes for non-traditional jobs), supportive service needs; and development needs.

Successful proposers will not be required to use tests approved by the National Reporting System (NRS), nor will they be required to determine the youth's grade level or Education Functioning Level (EFL) when determining basic skills for the objective assessment; however, successful proposers are not prohibited from using these tools.

Successful proposers may use the following methods to measure basic skill for the objective assessment:

1. Other formalized testing instruments designed to measure skill-related gains. The formal testing must be:

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- a. Valid and reliable;
 - b. Appropriate for the target audience;
 - c. Fair;
 - d. Cost effective;
 - e. Well-matched to test administrator's qualifications; and
 - f. Easy to administer.
2. Less formal alternative assessment techniques such as observation, folder reviews or interviews may be used for individual with disabilities, as described in [Training and Employment Guidance Letter \(TEGL\) 21-16](#).

Successful proposers must provide eligible youth who do not enroll in WIOA programs with information regarding other applicable and appropriate services available through other local programs that have capacity to serve them. In addition, eligible youth should be given referrals for further assessment if determined appropriate.

J. Additional Program Requirements

1. Carry-ins: It is anticipated some youth who participated in WIOA during PY2020 will carry into PY2021. Successful proposers may be requested to provide ongoing services to these youth. In this event, the provision of services to “carry-ins” will be negotiated with HSD.
2. Employer Connections: Connections to employers are essential in the creation of a system that can effectively assist youth to become highly skilled and employable. Examples include meaningful exposure to mentoring type of support and positive role model connections, exposure to the world of work, and internship work experiences with resulting measurable skill increases. These connections should lead to greater potential for placements in employment. Successful proposers will be encouraged to leverage employer support in terms of leveraged funds for training or wages, staff or operational needs related to training including space.
3. Job Development: It is strongly preferred that each successful proposer have one case manager focus on Job Development. This case manager's duties and responsibilities will be as follows:
 - a. Seek and contact prospective employers about participants in the WIOA program.
 - b. Develop relationships with prospective employers for On-The-Job Training, internships, and work experience for WIOA participants.
 - c. Create and maintain written and electronic records of contacts and outcomes with employers.
 - d. Coordinate with other staff to determine and meet participants' job placement needs and follow-up activities.

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- e. Provide quarterly reports on all job development activities for WIOA participants.
4. Case Manager Ratio: To ensure the effective delivery of services, successful proposers must maintain a customer-to-case manager ratio of no more than 40 to 1. This will provide program staff enough time to provide effective service to customers.

Successful proposers will require monthly case manager and program supervisor meetings to work on continuous improvement initiatives and conduct professional development training will also be required. Total number of participants or caseload will be determined at the time of contract negotiation and may be subject to change.

Upon notice of award recommendation, HSD recommends that efforts be made to have all case managers begin the process of becoming [Certified Workforce Development Professionals](#).

5. Community of Practice: Successful proposers will be required to participate in regularly scheduled convenings with other providers for peer-to-peer learning, sharing of best practices, reviewing key performance indicators and to gain technical assistance from HSD.
6. Partnerships: Successful proposers will leverage partnerships to the benefit of Phoenix youth and will partner with ARIZONA@WORK Career Services and Business teams to effectively coordinate services, leverage resources, and facilitate referrals of youth participants to the most appropriate services. As appropriate, successful proposers will make referrals to partners including Title I (Adult, Dislocated Worker, Youth), Title II (Adult Education), Title III (Wagner-Peyser Act) and Title IV (Vocational Rehabilitation).

K. Measures of Success

The City will measure each successful proposer's performance annually, or as frequently as needed, for consistency with the elements and responsibilities in the scope of work, WIOA requirements, PBWDB goals, and HSD-issued standards of work through the provision of the following services:

1. Career Pathways: Each successful proposer's program must place a strong emphasis on career pathways as defined as a combination of rigorous and high-quality education, training and other services that:
 - Aligns with the skill needs of industries in the economy of the State or region;
 - Prepares an individual to be successful in any of a full range of secondary or postsecondary education options;
 - Includes counseling to support an individual in achieving the individual's education and career goals;

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- Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- Organizes education, training, and other services to meet the needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
- Enables an individual to attain a secondary school diploma or its recognized equivalent and at least one recognized postsecondary credential; and
- Helps an individual enter or advance within a specific occupation or occupational cluster.

All career pathways must also include work experience opportunities for all participants.

2. Work Readiness Training: To ensure WIOA youth workforce participants transition successfully into employment and/or postsecondary education, successful proposers will require them to attend either an in-person or virtual work readiness workshop that includes Signal Success, a youth-related evidence-based work readiness curriculum. The City and all successful proposers will rotate responsibility for conducting this workshop for all youth participants enrolled in the City's WIOA youth program. Each successful proposer will be responsible for designating staff to participate in the Signal Success series workshop facilitation rotation.
3. Youth Development: The successful proposers' programs must reflect the positive youth development principles woven throughout WIOA by incorporating best practices and approaches to assisting each youth to develop to her or his full potential.

L. Fiscal Requirements

1. Administration Cost: It is expected that administrative cost, both direct and indirect, will represent a small portion of the program budget and will not exceed 10%. As noted above, at least 75% of WIOA funds must be used to provide services to OSY with the remaining funds serving ISY.
2. Work Experience Expenditure Requirements: At least 20% of the total budgeted funds must be spent on work experiences. Allowable expenditures beyond wages can include participant work experience orientation sessions, classroom training or the required academic education component directly related to the work experience, orientation for employers, and staff time spent: identifying potential work experience opportunities, evaluating the work experience, working with employers to develop the work experience and ensure a successful work experience.
3. Subcontractors: Each proposer may include a maximum of one subcontractor in its proposal. Each successful proposer will serve as the

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fiscal agent and be solely responsible for ensuring any subcontractor is in compliance with all terms and conditions of contract administration, fiscal management of the contract, and accountability for program outcomes and budgeted expenditures.

Note: Each successful proposer is responsible for following its own procurement procedures to procure subcontractors, provided those procedures reflect state and local laws and conform to the standards in 2 Code of Federal Regulation (CFR) §§200.318–326. Procurement of a subcontractor may be done before or after submitting a proposal. A successful proposer's subcontract funded with WIOA must be reviewed and approved by HSD and the PBWDB prior to executing.

4. Cost Sharing or Matching: Matching funds are not required; however, blending or braiding of funds is encouraged, and will be considered by the evaluation panel. Each successful proposer must report leveraged resources from partners over the life of the contract resulting from this RFP.

M. Accountability and Performance Measurements

1. Tracking Requirements: Each successful proposer must use the Arizona Job Connection (AJC) data management system and execute a user agreement with the Arizona Department of Economic Security to track individual participant data including eligibility determination, demographics, services received, case notes, outcomes and follow-up data. Timely data entry is required and must be entered within 15 calendar days from the date an activity or service is provided. HSD staff will conduct ongoing monitoring to evaluate the timely use of AJC. Failure to comply with the required use will result in corrective action and may result in contract termination. City staff will coordinate with each successful proposer to ensure its user agreement is in place by July 1, 2021.
2. File Maintenance and Documentation: Successful proposers will be required to use electronic signatures and maintain electronic case files for each WIOA enrolled participant that must include all required documentation, including but not limited to documentation of program eligibility, assessments, printed forms and case notes, training paperwork, and attendance records, as appropriate. Mandatory technical assistance and staff training on WIOA program eligibility, priority of service, documentation, file maintenance, and performance and financial reporting will be provided. It will be each successful proposer's responsibility to ensure ongoing staff expertise and cooperation.
3. Job Center Certification: Pursuant to WIOA CFR 678.800 (d), each successful proposer's facilities to be used to provide these services are considered affiliate one-stop centers. Each successful proposer will comply with the PBWDB one-stop center certification process, which will evaluate a facility once every three years for its effectiveness, including customer

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satisfaction, physical and programmatic accessibility, and continuous improvement.

4. EO Requirements and Accessibility: Pursuant to WIOA CFR 678.800 (e), all comprehensive and affiliate one-stop center locations must comply with applicable physical and programmatic accessibility requirements as set forth in 29 CFR part 38 and the implementing regulations of WIOA (Section 188). **Each successful proposer must provide third-party documentation verifying that its locations comply with these regulations prior to providing services to participants and prior to contract execution.**

5. Federal Program and Youth Success Performance Measures: Each successful proposer must submit monthly reports to HSD, as directed by WIOA, to ensure fiscal and program compliance and is responsible for meeting or exceeding the WIOA federal performance levels and any other measures as prescribed by the PBWDB or the State of Arizona.
 - a. The WIOA federal performance measures are:
 - 1) Education and Employment Rate - 2nd Quarter After Exit: The percentage of program participants in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.
 - 2) Education and Employment Rate - 4th Quarter After Exit: The percentage of program participants in education or training activities, or in unsubsidized employment during, the fourth quarter after exit from the program.
 - 3) Median Earnings - 2nd Quarter After Exit: The median earnings of program participants in unsubsidized employment during the second quarter after exit from the program.
 - 4) Credential Attainment: The percentage of those program participants enrolled in an education or training program (excluding those in On-The-Job or customized training) who attain a recognized post-secondary credential, or a secondary school diploma or its recognized equivalent, during participation in, or within one year after exiting from the program.
 - 5) Measurable Skill Gains (MSG): The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment, and who are achieving an MSG, defined as

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documented academic, technical, occupational, or other forms of progress, toward such a credential or employment.

b. During the program year, each successful proposer’s performance will be evaluated on the following:

- 1) Area One - Administrative Performance Measures: Compliance with WIOA policies and procedures and sound file maintenance, including thorough eligibility documentation, accurate and substantive case notes, validated employment and/or training information, and signed forms in cases where customer documentation is necessary.

Administrative Performance Measures	
Performance Measure	Definition
Fiscal and Program Monitoring	Program Management Performance (i.e. maintaining complete and organized fiscal, program and activity records, program management, and high quality participants service)
Staff Support and Development	Staff Development Practices (providing diverse, relevant and necessary training to adequately prepare program staff, ensure that staff have required trainings as outlined in local, state, and federal guidelines, ensuring that staff have the resources and tools necessary for completing their duties)
Community Engagement and Development	Community and Partnership Development Performance (i.e. development and fostering of new and existing partnerships, working with other City partners to better support youth, involvement with local committees, attendance of community development meetings)
Employer Relations	Metrics Related to Employer Relations (i.e. development of business partner relationships, employer satisfaction with partnership, ability to provide employers with adequately prepared youth workers)
Data Management	Participant Data Management Performance (i.e. maintaining up to date participant records, attention to detail in data entry, ability to provide all information requested at agreed upon intervals)
<i>Final performance measure targets and determinants will be negotiated at time of contract award.</i>	

- 2) Area Two - Youth Performance Measures: Fulfillment of WIOA contractor duties, provision of high-quality service to youth participants, and ability to provide youth with training and opportunities to prepare them in post program success.

Youth Performance Measures	
Performance Measure	Definition
Outreach and Recruitment	Metrics related to Outreach and Recruitment (i.e. outreach/community event participation, usage of social media and marketing as an outreach tool, youth engagement through outreach, youth enrollment through outreach)
Program Enrollment	Metrics related to Youth Enrollment (i.e. total enrolled youth, duration of enrollment process, first year enrollment, continuing enrollment, total program completions)

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Training Program Performance	Metrics related to Training Programming (i.e. training program participation, participant success in training programs, participant advancement in curriculum, credential attainment)
Work Experience (WEX) Program Performance	Metrics related to WEX Programming (i.e. WEX participation, diversity of opportunities for youth, focus in high demand industries and career pathways, participant/employer satisfaction)
Participant Success	Metrics related to Participant Success at varying stages of programming (i.e. training and skills development, occupational experiences, and program completion and post program success)
Youth Satisfaction	Results of continuous improvements Youth Satisfaction Surveys or interviews conducted by ARIZONA@WORK City of Phoenix
<i>Final performance measure targets and determinants will be negotiated at time of contract award.</i>	

3) Area Three - State of Arizona Performance Measures: The State of Arizona performance measures for PY2020 and PY2021 are listed below:

WIOA Youth Federal Performance Measures	PY20 Negotiated Level	PY21 Negotiated Level
Education and Employment Rate 2nd Quarter After Exit	71.3%	71.3%
Education and Employment Rate 4th Quarter After Exit	67%	67%
Median Earnings 2nd Quarter After Exit	\$4,500	\$4,500
Credential Attainment	44%	44%
Measurable Skill Gains	52.8%	52.8%

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 documents must be in Microsoft Word or Excel except **Attachments A-E**, which should be scanned and submitted as Adobe PDF files. **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 proposers to ask the procurement officer questions rather than including an exception(s) in a

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proposal.

Proposals are limited to 50 letter-size pages, excluding **Attachments A-E**. The pages of each proposal should be numbered.

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. Proposer's Qualifications, Experience, and Financial Capacity Statement

Each proposer must provide sufficient documentation to demonstrate the proposer:

- a. Meets the minimum qualifications listed in **Section I (C)** and is qualified to perform the scope of work described in this RFP, including a description of past experiences in WIOA or other youth case management, programs and performance of past contracts or grants.
- b. Has the financial capacity to provide the proposed services on a cost-reimbursement basis.

Proposers should include adequate information to address each bulleted item listed in **Section IV (C) (2)**.

6. Assigned Staff's Qualifications and Experience

Each proposer must provide sufficient documentation, including resumes, to demonstrate the staff proposed to provide these services are qualified to perform the scope of work described in this RFP. Proposers must also include requirements for education and experience for any additional staff to be hired to provide these services. Proposers should include adequate information to address each bulleted item listed in **Section IV (C) (3)**. Proposers should only include resumes for staff who will provide services to this contract.

Should a proposer intend to subcontract any of these services, the subcontractor's qualifications and experience, including previous success in providing similar services and meeting all contractual obligations, including contractual outcomes and a letter of commitment from the proposed subcontractor, should be included in this section of the proposal.

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7. Proposed Approach to Scope of Work

Each proposer must specify whether its proposal is for providing services to OSY, ISY, or both.

In this section, each proposer must provide a narrative description of its approach to the scope of work. It is imperative that each proposed service delivery model be comprised of a continuum of support services that when paired with comprehensive case management, counseling, and mentorship, can accommodate the individual needs of youth participants. Each proposer should include:

- a. Details on how each program element will be made available and/or delivered to participants, how assessment results will be used to determine needs of each participant, who will provide the assessment, where it is to be made available, and resources needed. Proposers should describe how they will ensure participants will be exposed to a full array of applicable or appropriate services available through WIOA or other partners for appropriate training and educational programs that have the capacity to serve the participant either on a sequential or concurrent basis. Additionally, proposers must describe how they will leverage additional guidance and counseling regarding career exploration, personal issues, drug/alcohol abuse, financial literacy, and goal setting through known health and human services networks.
- b. Flow chart that details how customers will progress through the program from intake to exit, including follow-up services. The flow chart should mirror the scope of work in this RFP.
- c. Tracking process for youth participant performance measures from enrollment to program completion, as well as at the second and fourth quarter after program completion and planned follow-up activities for individuals who enter employment and those who do not.
- d. Outreach plan, including the required elements in **Exhibit G** of **Attachment F**, to reach the Target Populations, and the numbers to be served in each Priority Service Area. The plan must include strategies, activities for outreach, locations, timelines, and the process for determining suitability for WIOA referrals. The plan should also include strategies for retention of youth in the program.
- e. Proposed plan to connect with and serve the Priority Service Areas and Target Populations described in this RFP.
- f. Referrals plan, including:
 - 1) Timely entry and follow-up on referrals to WIOA partners using the ARIZONA@WORK City of Phoenix Referral System.

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- 2) Referring applicants who do not meet the WIOA eligibility enrollment requirements or who cannot be served by the program to appropriate programs that meet their basic skills and training needs.
- g. Eligibility determination basis, including:
- 1) Process for collecting basic information from potential participants, informing potential participants of available services in proposer's organization and the youth system, and determining participant suitability for program service as well as identification of key steps and milestones youth will experience from intake to exit and how to ensure, measure, and continuously improve the experiences of youth in proposer's program.
 - 2) Criteria to be used to assess the youth for their readiness to successfully participate in the program.
 - 3) How participants will be determined eligible, how eligibility will be verified and documented according to state and local policies/regulations, and the oversight to be provided by the proposer to monitor accuracy in eligibility to prevent disallowed costs.
- h. Objective Assessment Plan, including description of:
- 1) Proposed objective assessment instrument(s) to be used.
 - 2) How the results will be used to identify the appropriate services and career pathways for participants.
 - 3) How results will be used to create an ISS that includes measurable short-term and long-term goals with timeframes for achieving these goals.
- i. Plan to work with carry-in participants transitioned from a previous contractor.
- j. Service Delivery Plans, including description of proposer's:
- 1) Physical location(s), and indication of whether location(s) will be a main office, satellite office, or co-location with another organization.
 - 2) Capabilities and strategies to provide virtual services.
- k. Employer connections, including description of proposer's existing partnerships that can be leveraged to benefit and assist Phoenix youth to become highly skilled and employable and no more than two letters of support from employers with which the proposer has successfully partnered on youth training or employment.
- l. Work readiness system integration, including description of how proposer will fully integrate staff into the centralized work readiness system and adhere to enrolling youth into the mandatory workshop; what staff will be designated to participate Signal Success workshop

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facilitation rotation; and how the proposer will assist youth participants after completion of the work readiness workshop.

m. Career Pathways Framework, including description of:

- 1) How the proposer will create a career pathway framework that supports employer-demand driven sector-based programs that address the diverse needs of youth and the elements that pertain to the development of learner and the system that supports the learner.
- 2) Career pathway programs to be offered, length of the programs, education to be offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational clusters.

n. Staffing Plan, including:

- 1) Description of how the service area will be staffed.
- 2) An organizational chart listing specific roles and responsibilities of the staff, including subcontractor if proposed, identified to perform these services.
- 3) Annual staff training plan, which should address how staff will be trained in case management, resume writing, job search skills, career pathways, sector strategy skills and other topics based on the needs of the youth and the staff.
- 4) If a subcontractor will be used, details on the subcontracting arrangement, justification for subcontracting, assurance that subcontracting is required only to comply with WIOA regulations, and the procurement process utilized to select the subcontractor.

o. Performance measures strategies, including description of:

- 1) How proposer will meet or exceed state and local performance measures and how performance will be monitored throughout the program year for each of the performance measures.
- 2) Proposer's internal monitoring process and the use of data, accountability for staff, and corrective action.

8. Proposed Budget

The proposed budget should include all expenses associated with the services being proposed. Each proposer must detail how all proposed expenditures are directly necessary for program implementation and distinguish between direct/indirect administrative and direct/indirect program cost. Proposals must also identify how much funding will be used for support services, occupational skills training, and work experience.

Each responsive proposal will be evaluated based on the quality of the proposed services and the efficiency of the budget. Each proposed budget

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will be reviewed to determine if the costs associated with the services seem reasonable and logical, and subcontracting costs will be reviewed to determine if they are reasonable in comparison to services being provided to the proposer.

Each proposer must include:

a. Budget Detail Form (**Attachment E**)

- 1) Include subcontractor, if applicable, as separate line item
- 2) For-profit proposers must list profit as a separate line item and indirect costs are limited to 10% unless a proposer has an approved indirect rate from its cognizant agency and includes a copy of that approval in its proposal.

b. Budget Narrative to describe what is include in the proposed costs (such as number of staff, etc.) and how costs were calculated, sources of matching/leveraged funds, unique expenditures, or other relevant budget information.

- 1) At least 20% of the budget must be expended on work experiences. Costs of case management that contribute to work experiences may be included. Each proposer must describe how the case management time will be tracked and applied to the work experience costs.
- 2) At least 75% of each proposer's proposed budget must directly support OSY programs, with the remaining funding supporting ISY programs.

IV. PROPOSAL EVALUATION

A. Determining Responsiveness and Responsibility:

Proposals will be reviewed for documentation of minimum qualifications, 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 a proposal (as the case may be) will render a proposal non-responsive.

Exceptions, conditions, reservations, or understandings are presumed to be 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 a 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 a contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the proposer be a responsible contractor. 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 proposal 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 a 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 a contract resulting from the 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 contract 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 HSD Director will appoint an evaluation panel to review the proposals and recommend proposers to be awarded contracts resulting from this RFP. The HSD 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

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

1. Approach to Scope of Work (0-300 points)

- Accessibility of services to the Target Populations and youth in Priority Service Areas identified in **Section II**.
- Methodology for, including providing the services described in the Scope of Work, including:
 - Connecting with the Target Populations and Priority Service Areas identified in **Section II**.
 - Delivering the 14 required program elements
 - Performing case management services.
- Providing virtual and bilingual services.
- Supporting youth transition to self-sufficiency and engagement in college and/or career preparation.

2. Proposer's Qualifications, Experience, and Financial Capacity (0-275 points)

- Demonstrated ability to design, coordinate, deliver, and document year-round opportunities and services for WIOA eligible youth.
- Demonstrated success in providing similar services to communities with similar targeted and priority populations.
- Familiarity with geographical area to be served
- Financial capacity to provide services in compliance with WIOA regulations.
- Number of years and type of experience providing comprehensive youth workforce services and guiding youth with barriers to education and employment, including past performance on WIOA funded contracts.

3. Assigned Staff's Qualifications and Experience (0-225 points)

- Demonstrated success in providing similar services to communities with similar targeted and priority populations.
- Number of years and type of experience providing youth workforce services and guiding youth with barriers to education and employment.
- Relevant education, training, and/or professional certifications or affiliations.

4. Proposed Budget (0-200 points)

- Proposed Budget.
- Leveraged resources.

D. Negotiations

As needed, the Procurement Officer will facilitate negotiations between City staff and top ranked proposers 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), shall only discuss matters associated with this solicitation with the Mayor, any members of City Council, 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 under Arizona Statutes, 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 shall 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 shall be disqualified.** After official notice is received by the City for disqualification, the proposer may follow the 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 shall become the property of the City and become a matter of public record available for review pursuant to Arizona law. Each proposer shall 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 issued and 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 on the [RFP Webpage](#), 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 proposers must comply with Phoenix City Code, Chapter 18, Article V, 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:

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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 agreements 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 Arizona Revised Statutes §§ 1-501 and -502, the City shall 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 shall 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 shall 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, shall be grounds for disqualification.

L. Protests

A proposer may protest the contents of an RFP no later than seven calendar days before the proposal deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid. Therefore, unless otherwise notified by a formal amendment, the protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, 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 on the [RFP Webpage](#). Proposers that have had their proposals disqualified may not protest an award recommendation.

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All protests must be in writing, filed with the Procurement Officer listed on page one, and include all of 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 these contracts 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 Contracts

The City will send a final contract to each recommended proposer. Within 30 calendar days from the date the contract is sent, a 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 a recommended proposer within calendar 30 days, the City may consider not 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.

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 Legal Name¹: _____

¹The 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. Proposers may add lines as needed to each section.

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

Youth Workforce Development Services RFP-CED20-YWS

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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Community and Economic Development Department
YOUTH WORKFORCE DEVELOPMENT SERVICES RFP - RFP-CED20-YWS

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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 Community and Economic Development Department
 YOUTH WORKFORCE DEVELOPMENT SERVICES RFP - RFP-CED20-YWS

Attachment E

Budget Detail Program Year (PY) 2021		
Proposer:		
	WIOA Budget	Match/Leveraged Funds
Personnel Expenses		
Salaries and Wages	\$ -	\$ -
Fringe Benefits	\$ -	\$ -
Total Personnel	\$ -	\$ -
Operating Expenses		
Professional Fees	\$ -	\$ -
Supplies, Postage & Shipping	\$ -	\$ -
Telephone	\$ -	\$ -
Occupancy (Rent & Utilities)	\$ -	\$ -
Equipment Rental & Maintenance	\$ -	\$ -
Equipment Purchase	\$ -	\$ -
Printing & Publications	\$ -	\$ -
Travel, Conferences & Meetings	\$ -	\$ -
Insurance	\$ -	\$ -
Dues and Memberships	\$ -	\$ -
Total Operating	\$ -	\$ -
Out of School Participant Expenses		
Occupational Skills Training	\$ -	\$ -
Support Services	\$ -	\$ -
Need Based Payments	\$ -	\$ -
Work Experience Wages	\$ -	\$ -
Total Participant Expenses	\$ -	\$ -
In School Participant Expenses		
Occupational Skills Training	\$ -	\$ -
Support Services	\$ -	\$ -
Need Based Payments	\$ -	\$ -
Work Experience Wages	\$ -	\$ -
Total Participant Expenses	\$ -	\$ -
Other Expenses		
Indirect Costs	\$ -	\$ -
Profit (for-profit companies only)	\$ -	\$ -
Other-please describe	\$ -	\$ -
Total Other	\$ -	\$ -
TOTAL	\$ -	\$ -

**ATTACHMENT F
CITY OF PHOENIX**

**Professional Services Contract
Youth Workforce Development Services**

TBD

Contract No. _____

**David Chavez
Human Services Department
200 W. Washington Street, 19th Floor
Phoenix, AZ 85003
602-262-7303**

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**PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE CITY OF PHOENIX
AND
[Insert Legal Name of Consultant Here]**

This **CONTRACT** is made and entered into this ____ day of _____, 2020 (“**Commencement 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 Consultant here], (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 contracts for professional services.
2. The City desires to obtain the services that are specifically set forth in this Contract.
3. The City procured these professional services in accordance with Administrative Regulation 3.10.
4. Contractor possesses the skills and expertise necessary to provide such services as desired by the City.
5. This Contract is authorized by City Council Ordinance S-XXXX dated XX-XX, 2020.

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

1. **TERM OF CONTRACT**

- A. This Contract shall begin on the Commencement Date and shall have an initial term of one (1) year (“**Term**”), with three (3) option[s] to extend the Term for one year [each], which option[s] may be exercised at the sole discretion of the City.
- B. This Contract shall terminate upon the earliest occurrence of any of the following:
 1. reaching the end of the Term and any extensions exercised as set forth in 1(A);

2. completing the services set forth in the Scope of Work attached as **Exhibit A** (the "Services");
3. payment of the maximum compensation under Paragraph 2 of this Contract, unless it is amended to allow additional compensation; or
4. termination pursuant to the provisions of this Contract.

2. PAYMENT

- A. The total amount to be remitted by the City to Contractor for all Services satisfactorily performed under this Contract shall not exceed _____ (**\$_____**), as specified in the Fee Schedule (**Exhibit B**), with no additional charges for overhead, benefits, local travel or administrative support. Payments shall be made in proportion to the Services performed and no more than ninety percent (90%) of the total contract price shall be paid before the work is totally completed and accepted by the City.
- B. Contractor shall submit monthly invoices on or before the 20th of every month. Each monthly invoice shall be accompanied with itemized receipts. The monthly invoice shall be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation to support the charges reflected in the monthly invoice shall be provided. Upon finding of an error and/or missing documentation, the City shall return the monthly invoice to the Contractor. Contractor shall promptly resubmit the revised monthly invoice to the City. Each revised invoice shall 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 City to identify an error does not waive any of the City's rights.

Invoices shall be emailed in .pdf format to david.chavez@phoenix.gov, and must include the following:

- City purchase order number or shopping cart number,
- Invoice number and date.
- Requesting department name and "ship-to" address.
- Payment terms.
- Remit to address

3. 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 Contract, and that are satisfactory to the City. In performing these services, Contractor shall also specifically comply with the applicable Supplemental Terms

and Conditions that are set forth in **Exhibit D**. Contractor will provide progress reports to the Human Services Department according to a mutually agreed-upon schedule.

4. INDEMNIFICATION OF CITY AGAINST LIABILITY

Contractor shall indemnify, defend, save and hold harmless the City and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by Contractor for the City.

5. INSURANCE

Contractor and subcontractors shall deliver to the City, prior to commencement of the Services provided under this Contract, a certificate of insurance acceptable to the City in the amounts and form specified in **Exhibit C**. Failure of Contractor and subcontractors to maintain insurance during the term of the Contract, including renewal options, is a material breach and may result in immediate termination of this Contract without notice. Insurance requirements are subject to periodic review and adjustment by the City.

6. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER

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

only those expressly set forth in this Contract. The parties agree that no individual performing under this Contract on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules shall accrue to such individual. Contractor shall 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 shall 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:

- A. 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.
- B. A breach of warranty under paragraph A shall be deemed a material breach of the Contract and is subject to penalties up to and including termination of the Contract.
- C. The City retains the legal right to inspect the papers of the Contractor or subcontractor employee(s) who work(s) on this Contract to ensure that Contractor or subcontractor is complying with the warranty under paragraph A.

8. CONFIDENTIALITY AND DATA SECURITY

- A. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Contract is confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor shall not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.
- B. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

- C. In the event that data collected or obtained by the Contractor in connection with this Contract is believed to have been compromised, Contractor shall notify the City Privacy Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.
- D. Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/sub consultant agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.
- E. The obligations of Contractor under this Section shall survive the termination of this Contract.

9. CONTACTS WITH THIRD PARTIES

Contractor or its subcontractors shall not contact third parties to provide any information in connection to the Services provided under this Contract without the City's prior written consent. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Contract or any other prior or existing Contract with the City, Contractor or its subcontractors shall promptly inform the City giving the particulars of the information sought and shall 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 shall survive the termination of this Contract.

Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

10. NON-DISCRIMINATION

Contractor shall comply with Section 188 WIOA Nondiscrimination and Equal Opportunity regulations and all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age sex, religion, disability, handicap, sexual orientation or for exercising and rights afforded by law.

11. EQUAL EMPLOYMENT OPPORTUNITY

- A. 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 about these requirements to the City's Equal Opportunity Department at (602) 262-6790.

For a Contractor with 35 employees or less:

- B. Any Contractor in performing under this Contract shall 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. Such action shall 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 Contract that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this contract entered into by supplier/lessee.

----- OF -----

For a Contractor with more than 35 employees:

- C. Any Contractor in performing under this Contract shall 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 shall 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 shall 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 contract. Contractor further agrees that this clause will be incorporated in all subcontracts or job-Consultant agreements

entered into by Contractor. 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 shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

- D. Documentation: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
- E. Monitoring: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

12. AUDIT/RECORDS

The City reserves the right, at reasonable times, to audit Contractor's books and records relative to the performance of service under this Contract. All records pertaining to this Contract shall be kept on a generally accepted accounting basis for a period of three (3) years following termination of the Contract.

13. COMPLIANCE WITH LAWS

Contractor shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Contract. If a subsequently enacted law imposes substantial additional costs on Contractor, a request for an amendment may be submitted pursuant to Paragraph 15.

14. CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING

Contract Worker Background Screening. Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Contract will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the Scope of Work. Contractor's Background Screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening is necessary to preserve and protect public health, safety and welfare.

- A. Background Screening Risk Level: The City has established two levels of risk: Standard and Maximum. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens.

- B. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts: Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this contract.
- C. Materiality of Background Screening Requirements; Indemnity: The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this Contract. In addition to the indemnity provisions set forth in this Contract, 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 Contract. 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 Contract 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 Contract.
- D. Continuing Duty; Audit: Contractor's obligations and requirements will continue throughout the entire term of this Contract. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.
- E. Current Risk Level: The current risk level and background screening required is **MAXIMUM RISK**. A maximum risk background screening will be performed every five years when the Contract Worker's work assignment will:
- Work directly with vulnerable adults or children, (under age 18); or
 - Any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
 - Unescorted access to:
 1. City data centers, money rooms, high-value equipment rooms; or
 2. Private residences; or
 - Access to critical infrastructure sites/facilities; or
 - Direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.
- F. 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 State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven 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.

G. Contractor Certification; City Approval of Maximum Risk Background Screening: Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:

- Determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- Submitting pass/fail results to the City for approval; and,
- Reviewing the results of the background check every three to five years, dependent on scope; and,
- to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department; and,
- 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.
- 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 contract and for whom the requirements of the Contract apply.
- By executing this Contract, Contractor 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.
- The City's final documented decision will be an "approve" or "deny" for identified Contract Workers.
- 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.
- By executing this Contract, 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.
- The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Contract. A Contract Worker rejected for work at a maximum risk level under this Contract will not be proposed to perform work under

other city contracts or engagements without the City's prior written approval.

H. Fingerprinting. The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety. For reference, these provisions include, but are not limited to, the following:

- Contractor agrees to comply with A.R.S. § 46-141 which states that contracts entered into for the provision of services to juveniles shall provide that, as a condition of employment, personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles, shall have a valid class one or class two fingerprint clearance card issued pursuant to Title 41, Chapter 12, Article 3.1, or shall apply for a class one or class two fingerprint clearance card within seven working days of employment.
- Contractor will assume the costs of fingerprint checks OR may charge these costs to its personnel who require fingerprinting. City may allow all or part of the costs of fingerprint checks to be included as an allowable cost. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor, and who has contact with juveniles, certifies pursuant to the A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this state, or of acts committed in another state that would be offenses in this state, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify whether they are awaiting trial or have ever been convicted of any of the offenses described in A.R.S. § 46-141(F) (as may be amended).
- Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

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 shall 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 shall Contractor do any work or furnish any materials not covered by this Contract unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization shall be at Contractor's risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

16. NON-ASSIGNABILITY

- A. This Contract is in the nature of a personal services contract and Contractor shall have no power to assign its rights and obligations under this Contract without the prior written consent of the City. Any attempt to assign without such prior written consent shall be void.
- B. An essential consideration provided to the City by Contractor to induce the City to enter into the Contract is Contractor's representation that the individual(s) performing services shall include Contractor's principal, . 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 Contract for an extended period of time, which period shall be determined at the sole discretion of the City, then the City, without notice, may immediately terminate this Contract for cause.

17. NO ORAL ALTERATIONS

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

18. NOTICES

Any notice, consent or other communication ("Notice") required or permitted under this Contract shall be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

If to Contractor:

Telephone:

E-Mail:

If to City:

If Program Related:

Vanessa Quintana	David Chavez
City of Phoenix	City of Phoenix
Human Services Department	Human Services Department
200 W. Washington Street, 19th Floor	200 W. Washington St., 19th Fl
Phoenix, AZ 85003	Phoenix, AZ 85003
Telephone: (602)-534-1032	Telephone: (602) 262-7303
E-Mail: vanessa.ramirez@phoenix.gov	E-Mail: david.Chavez@phoenix.gov

Notice shall 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 (4) five 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.

Notices sent by e-mail will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail.

19. INTEGRATION

This Contract 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 Contract, and no party hereto shall be bound by or liable for any statement of intention not so set forth.

20. GOVERNING LAW; FORUM; VENUE

This Contract 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) shall govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Contract that cannot be administratively resolved, or otherwise related to or arising from this Contract, shall 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.

21. 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 sixty (60) days immediately following the close of the fiscal year, under the provisions of A.R.S. §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.

22. TERMINATION OR SUSPENSION OF SERVICES

- A. City's Right to Terminate. The City reserves the right to terminate this Contract with or without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Contractor in writing specifying the nature, extent, and effective date of the termination. Immediately upon receiving a written notice to terminate or suspend Services, Contractor shall:
1. Discontinue advancing the work in progress, or such part that is described in the notice (unless the notice directs otherwise).
 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.
 3. Appraise the work it has completed and submit its appraisal to the City for evaluation.
- B. Termination for Convenience. If the termination is for the convenience of the City, the Contractor will be entitled to 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 shall be made for loss of anticipated profits or unperformed services.
- C. Termination for Default. If the termination is due to the failure of the Contractor to fulfill its obligations under the Contract (cause/default), the City may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the City, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the City; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the City by the Contractor. In the event of termination for cause/default, the City shall be liable to the

Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

- D. Final Payment. The City shall make final payment for all Services performed and accepted within sixty (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 Contract. Any use by the City of preliminary reports, raw data or other incomplete material returned by Contractor shall be at the City's sole risk for such use.
- E. 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

A. Qualifications

Contractor represents that it is familiar with the nature and extent of this Contract, the Services, and any conditions that may affect its performance under this Contract. 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.

B. 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 shall 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 Contract, the City shall, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Contract. In the event the City shall elect to treat any such breach on the part of Contractor as a discharge of the Contract, 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 shall 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

A. Title

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 Contract 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) shall 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 Contract 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.

All documents, together with all unused materials supplied by the City, are to be delivered to the City upon termination of this Contract before the final payment is made to Contractor.

B. Dissemination and Retention

There shall 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 Contract, then, and in that event, upon written demand, Contractor shall relinquish to the possession and control of the City its entire file related to this Contract and only those portions of said file deemed by the City to be not

privileged shall be returned to Contractor pending the resolution of the existing or anticipated litigation.

C. Format and Quality

All documents prepared by Contractor shall be prepared in a format and at a quality approved by the City.

D. Document Review

Contractor shall review all documents provided by the City related to the performance of the Services and shall promptly notify the City of any defects or deficiencies discovered in such review.

E. Submittals

Contractor shall 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 shall 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 Contract, 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 shall not be used in any advertising or other promotional context by Contractor without the City's prior written consent.

28. CONFLICTS OF INTEREST

A. Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Contract 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 or violation of this warranty, the City shall have the right to annul this Contract without liability, including any such commission, percentage, brokerage, or contingent fee.

B. The City reserves the right to immediately terminate this Contract in the event that the City determines that Contractor has an actual or apparent conflict of interest with the purposes of this Contract and the provisions and procedures set forth in Paragraph 22 shall apply.

C. 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 Contract, or securing favorable treatment with respect

to the awarding, amending, or making of any determination with respect to the performance of this Contract, the City may, by one (1) calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Contract, provided that the existence of the facts upon which the City made such finding shall be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City shall be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.

- D. This Contract is subject to the requirements of Arizona Revised Statutes §38-511.

29. CLAIMS OR DEMANDS AGAINST THE CITY

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 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 shall control.

Moreover, nothing in this Contract shall 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 A.R.S. § 12-821.01(A) and (B).

30. 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 Contract.

31. CONTINUATION DURING DISPUTES

- A. Contractor agrees as a condition of this Contract that in the event of any dispute between the parties, provided the City has given no Notice of Termination, and if it is feasible under the terms of this Contract each party shall 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.
- B. Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Contract shall not be deemed a waiver thereof.

32. THIRD PARTY BENEFICIARY CLAUSE

The parties expressly agree that this Contract 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 Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

33. PUBLIC RECORDS

- A. Notwithstanding any provisions of this Contract regarding confidentiality, secrets, or protected rights, the Contractor acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Contractor understands that disclosure of some or all of the items subject to this Contract may be required by law.
- B. In the event 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 the Contractor with notice of that request, which shall 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 ten days of City notice by the City, the Contractor will inform the City in writing of any objection by the Contractor to the disclosure of the requested information. Failure by the Contractor to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.
- C. 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 shall survive the termination of this Contract.

34. NO ISRAEL BOYCOTT

By entering into this Contract, the Contractor certifies that it are not currently engaged in, and agrees for the duration of the Contract it not engage in, a boycott of goods or services from Israel.

IN WITNESS WHEREOF, the parties herein have caused this Contract to be executed as of the Commencement Date.

CITY
CITY OF PHOENIX, a municipal corporation
ED ZUERCHER, City Manager

By: _____
Marchelle F. Franklin
Human Services
Department Director

ATTEST:

City Clerk

APPROVED AS TO FORM:

Acting City Attorney

**[TYPE FULL LEGAL NAME OF
CONSULTANT] "CONTRACTOR"**

By: _____
[Type Name of Signatory]

Title: _____

Exhibit A
SCOPE OF WORK

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

This Contract is governed by Catalog of Federal Domestic Assistance (CFDA) Number 17.259

**Exhibit B
FEE SCHEDULE**

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

**Exhibit C
INSURANCE REQUIREMENTS**

A. INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractor shall 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 minimum liability requirements provided that the coverage is written on a "following form" basis.

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

Policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

The policy must be endorsed to include coverage for sexual abuse and molestation.

Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.

City of Phoenix is an 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.

Worker's Compensation and Employers' Liability

Contractor shall provide Workers' Compensation Statutory Employers' Liability

Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 500,000

Policy shall contain a waiver of subrogation against the City of Phoenix.

This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor or executes the appropriate sole proprietor waiver form.

Professional Liability (Errors and Omissions Liability)

Contractor's policy shall cover professional misconduct or lack of ordinary skill in performing the services defined in the Scope of Services of this Contract.

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

Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

1. Additional Insurance Requirements:

The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

2. Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be emailed to hsdprocurement@phoenix.gov.

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 above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

4. Verification of Coverage:

Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. 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 Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to hsdprocurement@phoenix.gov. The City project/agreement number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.

5. Subcontractors:

Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

6. Approval:

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.

Exhibit D
SUPPLEMENTAL TERMS AND CONDITIONS

Non-Waiver of Liability:

The City of Phoenix, as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

Health, Environmental and Safety Requirements:

The Contractor's products, services and facilities shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. The City shall have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this Contract.

Lawful Presence Requirement:

Pursuant to A.R.S. §§ 1-501 and 1-502, the City is prohibited from awarding an agreement to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a 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 awarding this Contract. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

Payment Deduction Offset Provision:

Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

Late Submission of Claim By Contractor:

The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.

Indemnification – Patent, Copyright and Trademark:

The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other

proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.

Loss of Materials:

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

Liens:

Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or its subcontractors in the performance of the work required under this Contract.

Non-Exclusive Remedies:

The rights and remedies of the City under this Contract are non-exclusive.

Exhibit E
SPECIAL TERMS AND CONDITIONS

1. FEDERAL IMMIGRATION AND NATIONALITY ACT

- 1.1. By entering into this Contract, 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 employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Representative listed under Notices upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I9 forms are available for download at uscis.gov.
- 1.2. The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. 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 contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

2. SANCTIONS AND CORRECTIVE ACTIONS

- 2.1. 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 Contract. This Demand for Assurance shall include the citation from the Contract that the City requires the Contractor to remedy, the required time frame for a response from the Contractor, what required documents shall be sent with the response and to whom the response shall 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.
- 2.2. Pursuant to 20 CFR 683.700, the City may impose sanctions and corrective actions on recipients (Contractors) and sub recipients (Sub-contractors) of WIOA grant funds as follows:
 - 2.2.1. Except for actions under WIOA section 188(a) the City uses the initial and final determination procedures outlined in 20 CFR 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.

2.2.2. The City may impose sanctions or corrective action for noncompliance with the uniform administrative requirements set forth under section 184(b) (1) and 20 CFR 683.700 Sanctions or corrective action will be applied for substantial violations of WIOA statutory and regulatory requirements. The City may also impose a sanction directly against a subrecipient, as authorized in section 184(d)(3) of the Act.

2.3. Pursuant to 20 CFR sec. 683, the City shall impose fiscal sanctions if a Contractor fails the same performance measure(s) in three or more consecutive years. The sanction shall be applied to the area of funding (i.e. Adult, Youth Dislocated Worker or Rapid Response) in which the failed performance measure(s) applies.

Sanctions collected shall 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 shall revert to the City.

3. 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).

4. 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).

5. COPELAND "ANTI-KICKBACK" ACT

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

6. DAVIS BACON ACT

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

7. DEBT COLLECTION AND AUDIT RESOLUTION

The Contractor must comply with Public Law 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; Arizona Department of Economic Security Policies 1-47-01 and 1-47-08.

7.1. Among the required controls specified in Notice of Proposed Rule Making (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.

8. 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 contract, 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 Contract under the rights and remedies available by law or provided by this Contract.

9. REQUIREMENTS

As part of the Contract 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:

9.1. 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 shall 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 shall be completed within a

reasonable time after the end of the Contractor's fiscal year, but not later than nine months after the Contractor's fiscal year in which this Contract expires.

9.2. Sub-Recipient-Federal Funds under \$750,000

The Contractors expending less than \$750,000 in Federal Funds from all sources are exempt 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.

10. 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.

10.1. Rescind the required amount of funds from unexpended funds to the designated previous period(s) of time.

10.2. Rescind the required amount of funds from unexpended funds to the designated current period(s) of time.

10.3. Decrease the required amount of funds from funds from a designated future period(s) of time.

11. SUSPENSION OR DISBARMENT

A contract award must not be made to parties listed on the government wide Excluded Parties List System (EPLS) in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689. The EPLS in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The City of Phoenix may, by written notice to the Contractor, immediately terminate this Contract if the City of Phoenix 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 shall immediately notify the City of Phoenix. 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.

The Contractor certifies to the best of its knowledge and belief, that is and its sub-recipients:

- 11.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- 11.2. Have not within a three-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; 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;
- 11.3. 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 (1)(b) of this certification; and
- 11.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. ALLOWABLE COSTS

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

13. SUBSTANTIAL INTEREST DISCLOSURE

The Contractor shall 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.

Lease Contracts, rental Contracts, or purchase of real property covered in this section shall 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" shall have the same meaning as in City's Administrative Regulation 2.91 (2) Definition.

14. 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.

15. CERTIFICATION REGARDING LOBBYING

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

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

15.2. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

16. SMOKING POLLUTION CONTROL MEASURES

The Contractor shall 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.

17. DISPOSITION OF PROPERTY

Transfer/Surplus of Equipment with a Property Value Less than \$5,000

Items of equipment with a current per unit fair market value of Less than \$5,000 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.

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.

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 five (5) years from the date of their last expenditure report. If any litigation, claim, negotiation, or audit is started before the expiration of the five (5) year period, all records related to this Contract must be retained until all findings have been resolved and final action taken or until the end of the regular five (5) year period, whichever is later.

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:

- a) Asset Number
- b) Description
- c) Manufacturer

- d) Number
- e) Date
- f) Location
- g) 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.

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.

- a) The signed form must be forwarded to the Human Services Department for review, approval or disapproval action.
- b) When an approval decision is rendered, the Human Services Department will return the signed questionnaire to the Contractor's Director or Designee. Upon receipt of the signed and approved questionnaire, the Contractor can proceed to purchase the equipment or property.
- c) When a decline decision is rendered, the Human Services Department will specify the reason for disapproval and return the signed questionnaire to the Human Services Department Business and Workforce (BWDD) Deputy Director. The BWDD Deputy Director may appeal this decision to the Human Services Department.

18. COMPETITIVE BIDDING

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

19. 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, shall 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.

20. SUBCONTRACTORS

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

21. PROCUREMENT OF RECOVERED MATERIALS

21.1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall 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 shall 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 shall 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.

21.2. Paragraph (21.1) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; 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.

23. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

23.1. This Contract and employees working on this Contract 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.

23.2. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and

protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

24. 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:

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

24.2. No employee, officer, or agent of the Contractor shall 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.

24.3. 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.

25. INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY

25.1. Any judgment, lien, levy, or outstanding amount owed to the Internal Revenue Service, State, County, City, or other public entity by the Contractor shall constitute an event of default or breach of this Contract, unless previously approved by the City in writing, and shall constitute sufficient reason for termination of this Contract by the City.

25.2. Prior to entering into and during the time period covered by this Contract, the Contractor shall disclose any information related to the preceding paragraph. This disclosure requirement shall 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 shall constitute a default.

26. 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 shall include the following:

- 26.1. Include qualified small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises on solicitation lists.
 - 26.2. Assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are solicited whenever they are potential sources.
 - 26.3. 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.
 - 26.4. Where the requirement permits, establish delivery schedules which encourage participation by small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.
 - 26.5. 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.
 - 26.6. Comply with the applicable requirements of the Small and Disadvantaged Business Enterprise Policy Plan for the City of Phoenix.
 - 26.7. Include affirmative steps, one through six in any subcontract.
- 27.** The PY 2019/FY2020 WIOA Programs Federal Award Terms are incorporated herein and made a part hereof by reference and may be viewed here:
<http://media.wpc.wa.gov/media/WPC/adm/grants/PY19-FY20-WIOA-Federal-Award-Terms.pdf>

Exhibit F
CONTRACTOR'S INSURANCE CERTIFICATE

Successful proposer's Insurance Certificate to be added before execution of this Contract.

Exhibit G

Effective Outreach Strategies for Opportunity Youth

A. Social Media

1. Contractor will use social media outlets for outreach and recruitment purposes. Contractors will be required to submit a social media plan that includes metric baselines and achievable goals.
2. Contractor will create and share approved video content to promote ARIZONA@WORK program/services on any relevant streaming video media provider or social media platform.

B. Website

1. Contractor will keep its organizational website updated with relevant resources, event information, contact information, success stories, and a link to ARIZONA@WORK at all times. Contractor will promote any system-wide (includes ARIZONA@WORK City of Phoenix) events via its website.

C. Texting

1. Contractor is encouraged to use a text messaging application to communicate regularly with youth. At a minimum, this communication will include reminders for appointments, checking-in, and invitations to workforce-related events.

D. Recruiters

1. Contractor will actively involve youth program participants on its outreach and recruitment team. Contractor will encourage youth to speak positively and honestly about their experiences with other youth/peers. Recruitment efforts performed by program participants are allowable expenditures for paid "work experience."

E. Outreach

1. Contractor will conduct outreach with youth to engage them in a conversation about the program, both in person and virtually. Contractors will be required to submit an outreach and recruitment plan that includes metric baselines and achievable goals.

F. Scheduling

1. Contractor will provide evening and weekend hours and recruitment activities to accommodate varied schedules for youth, as needed.

G. Collaboration

1. Contractor will execute a Memorandum of Understanding, as needed with partner agencies, community or faith-based organizations that have historically served this same demographic of youth or school districts to create automatic pipeline for at-risk youth/youth who have dropped out of school/youth on the verge of dropping out of school. Contractor will track all referrals to and from the partners on the City's Referral platform once in place.

H. Influencers

1. Contractor will identify the influencers in each participant's life and include them, as much as possible, in the activities that a youth will participate in for her or his continued success throughout the program.